

Contract Type OU



Order Number 197068



Vendor Number 2115454



Dept. Name Human Services



Vendor Name AUT ENTERPRISES LIMITED



Start Date 07/01/16



End Date 06/30/18



Executive Action # 6490-16



NEW DHS CONTRACTS

CHECK LIST

EXECUTIVE ACTION

- X ATTACHED. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT _____
- X AGREES WITH CONTRACT DATE AND AMOUNT. IF NOT, DATE NOTIFICATION SENT TO ISSUING DEPARTMENT _____
- X EA AND CONTRACT CONTENT (WORK STATEMENT) AGREE

ATTACHMENT

- X UPDATED INSURANCE BINDER ATTACHED
(IF WAIVED, NAME OF PERSON AUTHORIZING WAIVER)
- X ALL EXHIBITS ATTACHED INCLUDING SCOPE OF SERVICE, CONTRACT AMOUNT AND RATES (IF APPLICABLE)
- X ALL SIGNATURES AFFIXED
- X PROPER AUDIT CLAUSE INCLUDED
- NA CONTRACT BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA LABOR & MATERIAL BOND ATTACHED (BLUE ROLL AGREEMENTS)
- NA RAISED SEAL OF SURETY COMPANY AFFIXED

ADDITIONAL ITEMS

- X CHECK FOR DUPLICATE OR OVERLAPPING CONTRACTS
- NA CHECK FOR AVAILABLE APPROPRIATION AND FUNDING FOR CAPITAL PROJECTS
- NA CHECK FOR ASSURE BID AWARD MADE TO PROPER CONTRACTOR

CONTRACT DOCUMENTATION COMPLETED

APPROVED FOR PROCESSING OF PAYMENT

Valencia
REVIEWER

Barclay Krumholz
COUNTY CONTROLLER

12-14-16
DATE REVIEW COMPLETED

12-20-16
DATE



ALLEGHENY COUNTY
CONTRACT LOG
CONTRACT ADMINISTRATOR
412-350-7377

12-13

EXECUTIVE ACTION NUMBER 6490-16

Executive Action Date Approved 08/25/2016

Date Received From Law Department 12/09/2016

Date Signed By County Manager 12-9-16

Date forwarded to Controller 12-12-16

Date received to Controller

Date returned to Department

To : DIRECTOR

Department : Human Service(s)

From : COUNTY MANAGER

When billing please refer

Agreement#:

197068

Contract prepared for: AUT ENTERPRISES LIMITED

Description:

The Department of Human Services requests the County's authority to enter into an agreement with AUT ENTERPRISES LIMITED for the period July 1, 2016 through June 30, 2018.

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc : Controller

Vendor : AUT ENTERPRISES LIMITED

| | |
|-----------------------------------------------|--------------------------------|
| <u>Vendor Name:</u> | AUT Enterprises Limited |
| <u>Executive Action No. & Date</u> | 6490-16 of 8-25-2016 |

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES**

TO: George Janocko
Senior Assistant County Solicitor
Allegheny County Law Department

FROM: Ambika Dason *AD*
Contract Supervisor

DATE: 12/5/2016

SUBJECT: Contract

Enclosed please find the necessary documentation for the Contract identified above. Would you please sign the agreement and forward it to the County Manager's office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-2738. Thank you for your consideration.

[Handwritten signature]

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES**

TO: Theresa White
Office of the County Manager

FROM: Ambika Dason *AD*
Contract Supervisor

ALLEGHENY COUNTY
DEPARTMENT
2016 DEC -7 PM 1:32

Enclosed please find necessary documentation for the Contract identified above. Would you please have the County Manager sign the agreement and forward it to the Controller's Office for further processing.

If you have any questions regarding the contract, I can be reached at 412-350-2738. Thank you for your consideration.



REQUEST FOR EXECUTIVE ACTION
EA Title:AUT ENTERPRISES CONTRACT- DARE
Originating Department:Human Service(s)

Run Date:08/30/2016

Page 1 of 1

| | | |
|---------------------------------------------|--------------------------------|----------------------------------------------|
| SEE DEPARTMENT AUTHORIZATION PAGE | | |
| Contact: Ambika Dason | Ext: 2738 | Est Cost: \$300,000.00 |
| Date Submitted By Agency: 08/24/2016 | | Est Revenue: |
| Date Approved: 08/25/2016 | | County Match: |
| Future Impact: | | Account coding provided on JDE Contract Form |
| Included In Budget: Yes | For: Grant Operating | |

Summary:

The Department of Human Services requests the County's authority to enter into an agreement with AUT ENTERPRISES LIMITED for the period July 1,2016 through June 30,2018.

Explanation:

The Department of Human Services requests the County's authority to enter into an agreement with AUT ENTERPRISES LIMITED for Administrative Support service for the period July 1,2016 through June 30,2018. Agreement amount not to exceed: \$300,000.00

AUT Enterprises Limited will support IT development/consulting, building upon its prior Predictive Risk Model development in child welfare.

| # No. | Vendor | Project # | Contract Start date | Contract End Date | Ag # | Previous \$ | Change \$ | Amount \$ | Fee |
|-------|-------------------------|-----------|---------------------|-------------------|------|-------------|------------|------------|-----|
| 1 | AUT ENTERPRISES LIMITED | | 07/01/2016 | 06/30/2018 | | 0.00 | 300,000.00 | 300,000.00 | NO |

| Department | Department Director | Backup | Authorized | Department Authorized Date |
|------------------|---------------------|--------|---------------------------------------|----------------------------|
| Human Service(s) | Marc Cherna | | Yes - Approved by Department Director | Aug 24, 2016 5:47:34 PM |

CC: Controller
 Law Department
 Budget & Finance

☒ Approved as Submitted
☐ Denied

Certified and Sealed : **Electronically Approved**

William McKain
 County Manager

08/25/2016
 Date

CONTRACT FORM
COUNTY OF ALLEGHENY

| | |
|------------------------|----------|
| Deb McNally | 8/5/2016 |
| Prepared by | Date |
| 412/350-5133 | |
| Preparers Phone Number | |

| DHS USE ONLY | |
|--------------------------------|--------------------|
| OF # | 193594 |
| Insurance Relationship Created | BJSmith 11/30/2016 |
| Contract Supervisor | Dason |

Department: **DHS - Office of A.I.M.S. - Bureau of Financial Management, Budgets and Reports**

Supplier: **AUT Enterprises Limited**

Supplier # **2115454**

Fund # **12001/12001B**

| | | |
|-----------------|----|-----------|
| 7/1/2016 | TO | 6/30/2018 |
| CONTRACT PERIOD | | |

Executive Action No. **6490-16**

| CONTROLLER'S OFFICE USE ONLY | |
|------------------------------|--|
| CONTRACTS SECTION | |
| ORDER NO. | |
| BOX NO. | |

| CONTROLLER'S OFFICE USE ONLY | |
|------------------------------|--|
| CONTRACTS SECTION | |
| RECEIVED | |
| APPROVED | |
| POSTED | |

Program-funded Lines (J Line Type Only):

| | LINE TY | # OF UNITS | Tr. UoM | UNIT RATE | Account Number Job.object.costcode | Sub ledger | DESCRIPTION SERVICE/GOOD (30 Char.) | Amount - Extended Cost |
|--------------------------------------|---------|------------|---------|-----------|---------------------------------------|------------|-------------------------------------|------------------------|
| 1 | J | | | | 250207.63010 | | Adm Sppt/IT/Devpmnt/Consltg | 300,000.00 |
| 2 | J | | | | | | | |
| Total Program Funded Contract Amount | | | | | | | | \$300,000.00 |

Per diem Lines Capped by Contract Language (CL Line Type Only):

| | CAP ID | LINE TY | Quantity Ordered | Tr. UoM | Unit Cost | Account Number Job.object.costcode | Subledger | DESCRIPTION SERVICE/GOOD (30 Char.) | Amount - Extended Cost |
|-------------------------------------------|--------|---------|------------------|---------|-----------|---------------------------------------|-----------|-------------------------------------|------------------------|
| 1 | | CL | | | | | | | |
| Total Contract Restricted Cap Amount | | | | | | | | | |
| Total Amount Limited by Contract Language | | | | | | | | | \$300,000.00 |

Uncapped Per diem Lines (UC Line Type Only):

| | CAP ID | LINE TY | Quantity Ordered | Tr. UoM | Unit Cost | Account Number Job.object.costcode | Subledger | DESCRIPTION SERVICE/GOOD (30 Char.) | Amount - Extended Cost |
|--------------------------------------|--------|---------|------------------|---------|-----------|---------------------------------------|-----------|-------------------------------------|------------------------|
| 1 | | UC | | | | | | | |
| Total Cap on Per diem based payments | | | | | | | | | |

CONTROLLER'S OFFICE USE ONLY

Insurance Attached:

COMM ☐yes ☐no

AUTO ☐yes ☐no


PROF ☐yes ☐no

FID ☐yes ☐no

W/C ☐yes ☐no

IN WITNESS WHEREOF, the parties hereto have signed this **AGREEMENT** on the date below indicated.

| | |
|-------------------|--------------------------------|
| CONTRACTOR | AUT ENTERPRISES LIMITED |
|-------------------|--------------------------------|

Authorized Signature  Date 15 November 2016
Please print/type Name & Title S. D. G. CORBETT CEO


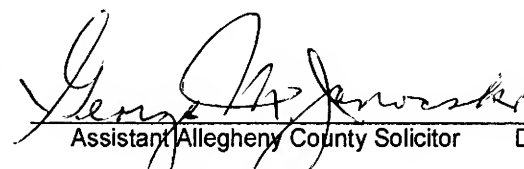
COUNTY OF ALLEGHENY

BY:  12-9-16
County Manager Date

APPROVED BY DIRECTOR

 12/1/16
Marc Cherna, Director Date
Allegheny County Department of Human Services

APPROVED AS TO FORM

 12/8/16
Allegheny County Solicitor Date
 12/8/16
Assistant Allegheny County Solicitor Date

Agreement between the County of Allegheny Department of Human Services and
AUT ENTERPRISES LIMITED

Authorized by the County on 8-25-2016 at Executive Action No. 6490-16

AGREEMENT

MADE AND ENTERED INTO, effective for the term specified in Article 4, by and between the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "the **COUNTY**",

AND

AUT ENTERPRISES LIMITED, a New Zealand Non-Profit corporation with its principal place of business located at 7th Floor, WA Building, 55 Wellesley Street East, Auckland 1010, New Zealand referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, the **COUNTY** of Allegheny's Department of Human Services, hereinafter referred to as "the **DEPARTMENT**," is the agency of **COUNTY** government responsible for the implementation and delivery of programs and services to meet the vital human service needs of the citizens of the **COUNTY**; and

WHEREAS, the **COUNTY**, on behalf of the **DEPARTMENT**, is desirous of engaging the services of the **CONTRACTOR** to provide or perform certain services in connection with the overall activities, responsibilities and functions of the **OFFICE**; and

WHEREAS, the **CONTRACTOR** is willing to provide or perform certain services under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the parties hereto do agree as follows:

PART I. STANDARD COUNTY GENERAL TERMS AND CONDITIONS

1. ENGAGEMENT

A. The **COUNTY** engages the services of the **CONTRACTOR**, at the request of the Director of the **DEPARTMENT**, hereinafter "the Director," to provide or perform the scope of services described herein in connection with the activities, responsibilities and functions of the **OFFICE**. The **CONTRACTOR** accepts the engagement and agrees to devote its skills and the skills of its agents, servants and employees to the best of their abilities toward the successful completion of this engagement.

B. The **CONTRACTOR** agrees to provide or perform the scope of services described herein under the overall supervision of the Director of the **DEPARTMENT** or his designee.

C. It is understood and agreed that the **CONTRACTOR** does not necessarily provide all of its services exclusively to the **DEPARTMENT**. The **CONTRACTOR** shall be free to devote its time, energy and professional skills during regular business hours to other professional endeavors and activities; provided however, that such professional endeavors and activities do not unreasonably interfere with the provision or performance of the **SCOPE OF SERVICES** to the **OFFICE**.

D. It is understood and agreed that (i) the **CONTRACTOR** is a New Zealand based research company and subsidiary of a New Zealand university, which provides consulting services internationally, and the services provided under this AGREEMENT will principally be provided in New Zealand; (ii) accordingly, to the extent work is done in the United States, the **CONTRACTOR** will comply with relevant federal, state and local laws, and to the extent work is done in New Zealand, the **CONTRACTOR** will comply with relevant New Zealand laws; and (iii) the relevant clauses in this **AGREEMENT** (including clauses 5 (Compliance with Applicable Health and Safety Requirements)), 7 (Subcontracts), 9(b) (Indemnification), 13 (Physical Records), 14 (Program Records), 25 (Equal Employment Opportunities/Non- Discrimination), 26 (Sexual Harassment Policy), 27 (Americans with Disabilities Act), 28 (Equal Opportunity for the Disabled), and 29 (Other Federal Laws) shall be interpreted accordingly and subject to this clause 1(D).

2. **SCOPE OF SERVICES/WORKSTATEMENT**

The **CONTRACTOR** agrees to provide, perform and carry out in a professional and timely manner the work or services described in detail in the document marked "**EXHIBIT A: WORKSTATEMENT,**" hereinafter referred to as "**SCOPE OF SERVICES,**" and/or "**EXHIBIT A WORKSTATEMENT**" which is incorporated by reference in its entirety herein and attached hereto as Exhibit "A" to this **AGREEMENT**.

3. **COMPENSATION**

A. In consideration of the provision or PERFORMANCE of the services described in Article Two (2) above, the **COUNTY** agrees to pay the **CONTRACTOR** the amount of compensation set forth in the document marked "PAYMENT PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "B" to this **AGREEMENT**. **CONTRACTOR** agrees that, as a condition precedent to the payment of any monies by the **COUNTY** under this **AGREEMENT**, it shall fully comply with all of the terms and conditions set forth in EXHIBIT "B".

B. The parties acknowledge and agree that the **COUNTY** shall have no right to require and the **CONTRACTOR** shall have no obligation to provide, perform or carry out any services described in EXHIBIT "A" when such provision or performance would exceed the amount of compensation set forth in EXHIBIT "B." In no event shall the **COUNTY** pay or be obligated to pay any amount of money other than the amount of compensation set forth in EXHIBIT "B" without a written amendment to this **AGREEMENT**. In the event of late payment, the **CONTRACTOR** reserves the right to suspend provision of the services.

C. "COUNTY will not withhold any taxes – city, county, state, federal or any other type - from payments made to the **CONTRACTOR**."

4. **TERM**

This AGREEMENT shall commence on July 1, 2016 and, unless terminated pursuant to Article 20 below, shall expire on June 30, 2018

5. COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY REQUIREMENTS

A. The **CONTRACTOR** agrees to abide by all building codes, zoning ordinances and other related health, safety and welfare statutes, ordinances, rules and regulations imposed by any Federal, State or Local governing body that are applicable to the **CONTRACTOR's** provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**.

B. The **CONTRACTOR** shall obtain any and all Federal, State and Local permits, licenses, and/or certifications required to provide, perform or carry out the work or services described in EXHIBIT "A." The **CONTRACTOR** agrees to provide to the **OFFICE** upon request copies or other proper proof of applicable permits, licenses and/or certifications.

C. The **CONTRACTOR** shall immediately inform the **OFFICE** if it has received notice of any change in any permit, license or certification that would adversely affect the **CONTRACTOR's** ability to provide, perform or carry out the **SCOPE OF SERVICES** under this **AGREEMENT**.

6. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the parties, or as constituting the **CONTRACTOR** as an employee, agent, servant or representative of the **DEPARTMENT** or **COUNTY** for any purpose whatsoever. At all times, the **CONTRACTOR** shall provide, perform, and carry out the **SCOPE OF SERVICES** under this **AGREEMENT** as an independent contractor.

7. SUBCONTRACTS

A. Except for those subcontracts specifically authorized by this **AGREEMENT**, the **CONTRACTOR** shall not enter into subcontracts for any of the services contemplated under this **AGREEMENT** without obtaining prior written approval of the Director. The **CONTRACTOR** agrees to accept full responsibility for the quality and quantity of any work performed as part of the **SCOPE OF SERVICES** by any of its approved subcontractors.

B. The **CONTRACTOR** shall, in any subcontracting authorized or permitted under this **AGREEMENT**, require all subcontractors to comply with all requirements set forth

in this **AGREEMENT**, its Exhibits as well as all applicable state and federal requirements governing the provision or performance of the **SCOPE OF SERVICES**.

C. It is the policy of the **COUNTY** that Minority, Women, and Disadvantaged Business Enterprises (MWDBE) shall have maximum opportunity to participate in the performance of certain subcontracts financed in whole or in part with funds under this **AGREEMENT**.

Pursuant to applicable federal and state laws and requirements as set forth generally in the Contract Specifications Manual(s) and/or specifically in the document marked "special provisions" which is incorporated by reference in its entirety herein and attached hereto as Exhibit D to this **AGREEMENT**, **CONTRACTOR** shall take necessary and reasonable steps to ensure that MWDBEs have the maximum opportunity to compete for and perform subcontracts.

8. ASSIGNMENT AND DELEGATION

CONTRACTOR shall have no right or power to assign or delegate any rights or duties pursuant to this **AGREEMENT** without the prior written permission of the Director. Any assignment or delegation so permitted shall be subject to all the terms, conditions, and other provisions of this **AGREEMENT** and **CONTRACTOR** shall remain liable to the **COUNTY** with respect to each and every term, condition and other provision hereof to the same extent that the **CONTRACTOR** would have been obligated if no assignment or delegation had been made.

9. INDEMNIFICATION AND LIABILITY

A. The **CONTRACTOR** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from and against any and all liability, damages, claims, lawsuits, liens and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification, for injuries to or the death of any person(s), and/or the loss of real, personal or intangible property of any kind or nature caused by, in conjunction with, or arising out of the **SCOPE OF SERVICES** provided, performed, carried out or undertaken by the **CONTRACTOR** pursuant to this **AGREEMENT**. The **CONTRACTOR's** obligation to indemnify, protect, defend and hold the **COUNTY** harmless, as set forth in this article, shall include any and all attorney's fees incurred by the **COUNTY**, in the defense of and/or handling of any lawsuits, demands, liens, judgments, claims and the like and all attorney's fees and investigation expenses incurred by the **COUNTY** in enforcing and/or obtaining compliance with the provisions of this paragraph.

B. The **CONTRACTOR** agrees to indemnify, protect, defend and hold harmless the **COUNTY**, its elected officials, officers, appointees and employees from any claims against or liability for compensation under the Pennsylvania Workers' Compensation Act, 77 P.S. Section 1et seq. arising out of injuries sustained by any employees or agents of the **CONTRACTOR** or of any licensees, contractors, or sub-contractors of the **CONTRACTOR**.

C. Each party shall give to the other party prompt and timely written notice of any claims made or lawsuits filed, which, in any way, directly or indirectly, contingently or otherwise affect or may affect the other party. Each party shall have the right to defend and compromise any claim or lawsuit to the extent of its own interest.

D. Notwithstanding any other term of this **AGREEMENT**, the total aggregate liability of the **CONTRACTOR** to the **COUNTY** under or in connection with this **AGREEMENT** (including the Work Statement), whether based on an action or claim in contract, equity, negligence, tort or otherwise, shall not exceed 100% of the aggregate amount paid to the **CONTRACTOR** under this **AGREEMENT** (including the Work Statement). In no event will the **CONTRACTOR** be liable for, any amounts for loss of income, profit, goodwill, or savings; or work stoppage, data loss, any and all other commercial damages or loss, computer failure or malfunction or any indirect, incidental, special, consequential, or exemplary or punitive damages of any party, including third parties (even if the **CONTRACTOR** has been advised of the possibility of such damages). No cause of action which is discovered more than two years prior to the filing of a suit alleging such cause of action may be asserted against the **CONTRACTOR**.

10. INSURANCE

A. The **CONTRACTOR** shall, at its own cost and expense, maintain in effect at all times throughout the term of this **AGREEMENT** policies of insurance meeting the requirements specified by the **DEPARTMENT** in the document marked "**INSURANCE REQUIREMENTS**" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "C," to this **AGREEMENT**. All policies of insurance shall be endorsed to include the **COUNTY**, its elected officials, officers, appointees and employees as additional insureds.

B. The **CONTRACTOR** shall provide the Director, prior to or contemporaneously with the execution of this **AGREEMENT**, with a Certificate(s) of Insurance issued by a company or companies licensed to do business in the Commonwealth of Pennsylvania, or licensed to do business in the **CONTRACTOR's** home state, evidencing the insurance coverage(s) identified in EXHIBIT "C," and shall submit the new Certificate(s) of such

insurance coverage no later than thirty (30) days prior expiration, throughout the term of this AGREEMENT.

In addition to identifying the COUNTY, its elected officials, officers, appointees and employees as additional insureds, the Certificate(s) of Insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy that would change, restrict or reduce the insurance provided or change the name of the insured.

C. The Director may, at his discretion, waive or modify any of the insurance requirements set forth in EXHIBIT "C" with the exception of Workers' Compensation Insurance, which is required by law. The CONTRACTOR's request for a waiver of the insurance requirements must be set forth in writing and state the specific reasons that the waiver is being requested.

11. ABSENCE OF RIGHTS IN THIRD PARTIES

No provision of this AGREEMENT shall be construed in any manner so as to create any rights in third parties who are not signatories to this AGREEMENT. It shall be interpreted solely to define specific duties and responsibilities between the COUNTY and the CONTRACTOR, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

12. NOTICES

A. All notices, reports, or documents (including invoices) required to be given or made pursuant to this AGREEMENT shall be in writing and shall be sent by either:

1. Airmail post, first class delivery (where relevant), postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by airmail post, first class delivery (where relevant), postage pre-paid (for day to day operational matters only);
3. Facsimile (fax) transmission confirmed by letter sent by airmail post, first class delivery (where relevant), postage pre-paid; or
4. Hand or pre-paid courier;

and is deemed to be received (1) if sent by airmail post, on the seventh working day after posting; (2) if sent by email, on actual receipt; (3) if sent by facsimile, on the sender receiving a transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient, and (4) if sent by hand or pre-paid courier, on delivery; **provided that** if a Notice is received by a party on a date that

is not a working day, or after 5.00pm (in the place of receipt) on a working day, then the notice shall be deemed to have been received on the next working day.

B. All notices, reports or documents required to be given or made under this **AGREEMENT** shall be sent to the respective parties as follows:

1. As to the **COUNTY/DEPARTMENT**:

Marc Cherna, Director
Allegheny County Department of Human Services
One Smithfield Street, Suite 400
Pittsburgh PA 15222-2225
Phone: 412-350-5705
Fax: 412-350-4004
Email: MCherna@DHS.County.Allegheny.PA.US

or to such other place and person as the **COUNTY** may from time to time designate in writing.

2. As to the **CONTRACTOR**:

Chief Executive Officer
AUT Enterprises Limited
7th Floor, WA Building,
55 Wellesley Street East
Auckland 1010, New Zealand
Attention: Chief Executive Officer
Phone: +64 9 [921-9845]
Email: kevin.pryor@aut.ac.nz
Copy to: General Counsel

or to such other place and person/s as the **CONTRACTOR** may from time to time designate in writing.

13. FISCAL RECORDS

A. Record Keeping

The **CONTRACTOR** agrees to maintain and keep books, records, documents, correspondence and other evidence pertaining to the costs and expenses of this **AGREEMENT** (hereinafter referred to collectively as "the Fiscal Records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature claimed to have been incurred by the **CONTRACTOR** pursuant to the provision or performance of the **SCOPE OF SERVICES** described in EXHIBIT "A." The books and records required under Paragraph A of

this article shall be maintained in accordance with accounting procedures and practices which meet generally-accepted accounting standards and principles.

B. Inspection

1. The **CONTRACTOR** agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Fiscal Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor or inspector of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.
2. **If** Service Provider's administrative/financial records are located outside of Allegheny County and/or the contiguous counties, **CONTRACTOR** shall, at the County's discretion:
 - ../ Make administrative/financial records and administrative/financial staff available at a location within Allegheny County upon the scheduling of a monitoring visit by DHS; or
 - ../ Have performed at Service Provider's expense by an independent party financial reports and monitoring activities of a limited scope developed by the **COUNTY** to assure expenses billed to **COUNTY** are related to services rendered through this agreement.

C. Retention

1. The **CONTRACTOR** shall preserve and make available its Fiscal Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. **If** this **AGREEMENT** is completely or partially terminated, the Fiscal Records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final payment.

b. The **CONTRACTOR** shall retain all Fiscal Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2. Except for the records described in Subparagraph 1(b) above, the **CONTRACTOR** may, in fulfillment of its obligation to retain its Fiscal Records as required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the **CONTRACTOR** of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. Records of Subcontractors

The provisions of this article shall be applicable to and included in each sub-contract entered into by the **CONTRACTOR**. The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. Fiscal Reports

In addition to any other provisions in this **AGREEMENT** requiring the **CONTRACTOR** to perform and submit an audit, the **CONTRACTOR** agrees to collect statistical data of a fiscal nature and to make fiscal statistical reports at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

F. Examination of Financial Documents

Provider shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this **AGREEMENT** in such detail as will properly reflect all costs of labor, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this **AGREEMENT**. The **CONTRACTOR** shall maintain such books, records, documents and other

materials in accordance with Generally Accepted Accounting Principles, where applicable. The Provider shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Provider's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of four (4) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any **CONTRACTOR's** books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the **CONTRACTOR**, to the County's sole satisfaction, within thirty (30) days after the **CONTRACTOR's** receipt of written notice of such deficiencies. Failure of the Provider to comply with the provisions set forth in this paragraph may constitute a violation of this **AGREEMENT** and, at the County's sole discretion, may result in the County withholding future payments.

14 PROGRAM RECORDS

A. Record Keeping

The **CONTRACTOR** agrees to maintain all relevant and necessary books, records, documents and other documentary evidence related to the provision or performance of the **SCOPE OF SERVICES** (hereinafter referred to as "the Program Records") as shall be directed or required by the **OFFICE**, by the Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and by any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**. This shall include, but not be limited to, the **DEPARTMENT'S** Master Provider Enterprise Repository (hereinafter **MPER**).

B. Inspection

1. The **CONTRACTOR** agrees to make available at all reasonable times during the term of this **AGREEMENT** and for the period described in Paragraph C below any of the Program Records for inspection, audit or reproduction by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor,

inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

2 The **CONTRACTOR** further agrees that a program and facilities review, including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff of the **CONTRACTOR** directly or indirectly involved in the provision of services described in the **SCOPE OF SERVICES** may be conducted at any reasonable time by any authorized representative of the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, including the **COUNTY'S** Controller or his designee, the Auditor General of the Commonwealth of Pennsylvania or his designee, any auditor, inspector or designee of any Commonwealth agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT** and any auditor, inspector or designee of any U.S. Government agency or department providing funds to the **COUNTY** used to fund, support or pay for the **SCOPE OF SERVICES** provided under this **AGREEMENT**.

C. Retention

1. The **CONTRACTOR** shall preserve and make available its Program Records for a period of four (4) years from the date of final payment under this **AGREEMENT**, and for such period, if any, as is required by applicable statute, regulation or by any other article of this **AGREEMENT** or any Exhibit thereto, or by Subparagraphs (a) or (b) below.

a. If this **AGREEMENT** is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four (4) years from the date of any resulting final payment.

b. The **CONTRACTOR** shall retain all Program Records which relate to litigation or the settlement of claims arising out of the performance of this **AGREEMENT**, or costs and expenses of this **AGREEMENT** as to which exception has been taken by the auditors, until such litigation, claims, or exceptions have been resolved.

2 Except for the Program Records described in Subparagraph 1(b) above, the **CONTRACTOR** may, in fulfillment of its obligation to retain its Program Records as

required by this Paragraph, substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the **CONTRACTOR** of the invoice or voucher to which such records relate, unless a shorter period is authorized by the **OFFICE**, the **DEPARTMENT** or the **COUNTY**, with the concurrence of their auditors.

D. **Records of Subcontractors**

The provisions of this article shall be applicable to and included in each sub-contract entered into by the **CONTRACTOR**. The term "sub-contract" as used in this Paragraph excludes purchase orders not exceeding \$1,000 and sub-contracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

E. **Reporting**

1. The **CONTRACTOR** agrees to maintain statistical records relating to the provision or performance of the **SCOPE OF SERVICES**. These statistical records, which shall include but not necessarily be limited to program narratives and statistical data, shall be prepared at times prescribed by and in such a manner as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

2. The **CONTRACTOR** agrees to submit such progress reports in a manner and form and at such times as the **COUNTY**, the Commonwealth of Pennsylvania or the U.S. Government may direct or require.

15. NO PERSONAL LIABILITY

No elected official, officer, appointee or employee of the **COUNTY** shall be charged personally or held contractually liable by or to the **CONTRACTOR** under any term or provision of this **AGREEMENT** or because of any breach hereof or because of his, her or their execution, approval or attempted execution of this **AGREEMENT**.

16. HEADINGS

The headings of the several paragraphs of this **AGREEMENT** are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent

of any provision of this **AGREEMENT**, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction hereof.

17. SEVERABILITY

The parties intend and agree that if any article, paragraph, subparagraph, phrase, clause or other provision of this **AGREEMENT**, or any portion hereof, shall be held to be void or otherwise unenforceable, all other portions of this **AGREEMENT** shall remain in full force and effect.

18. DEFAULT

The **COUNTY** may, subject to the provisions of Article 19 entitled "**FORCE MAJEURE**," and in addition to its other rights under the **AGREEMENT**, declare the **CONTRACTOR** in default by written notice thereof to the **SERVICE PROVIDER**, and terminate (as provided in Article 20 entitled "**TERMINATION**") the whole or any part of this **AGREEMENT** for any of the following reasons:

- A. Failure to begin the **SCOPE OF SERVICES** within the time or in the manner specified in this **AGREEMENT**;
- B. Failure to perform the **SCOPE OF SERVICES** work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the terms of this **AGREEMENT**;
- C. Unsatisfactory performance of the **SCOPE OF SERVICES**;
- D. Discontinuance of the **SCOPE OF SERVICES** without approval;
- E. Failure to resume the **SCOPE OF SERVICES**, which has been discontinued, within a reasonable time after notice to do so;
- F. Insolvency or bankruptcy;
- G. Assignment made for the benefit of creditors;
- H. Failure or refusal within ten (10) days after written notice by the Director or his designee, to make payment to any subcontractor or show cause why payment should not be made, for any services rendered or provided by a subcontractor in connection with the provision or performance of the **SCOPE OF SERVICES**;
- I. Failure to protect, to repair, or to make good any damage or injury to property;
- J. Failure to obtain any permit, license or the cancellation or termination of any

permit, license or certification necessary or required to perform or carry out the **SCOPE OF SERVICES**.

K. Breach of any provision of this **AGREEMENT**.

19. FORCE MAJEURE

A. Neither party will incur any liability to the other if its performance of any obligation under this **AGREEMENT** is prevented or delayed by causes beyond its control and without the fault or negligence of either party. causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

B. The **CONTRACTOR** shall notify the **COUNTY** orally within five (5) days and in writing within ten (10) days of the date on which the **CONTRACTOR** becomes aware or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall:

1. Describe fully such cause(s) and its effect on performance,
2. State whether performance under the **AGREEMENT** is prevented or delayed, and
3. If performance is delayed, state a reasonable estimate of the duration of the delay.

C. The **CONTRACTOR** shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the **COUNTY** may reasonably request. After receipt of such

notification, the COUNTY may elect either to cancel the AGREEMENT or to extend the time for performance as reasonably necessary to compensate for the CONTRACTOR's delay.

D. In the event of a declared emergency by competent governmental authorities, the COUNTY by notice to the CONTRACTOR, may suspend all or a portion of the AGREEMENT.

20. TERMINATION

A. Reasons for Termination - COUNTY

1. The COUNTY, through the Director or his designee, shall have the right to terminate this AGREEMENT for any of the following reasons:

A. Termination for Convenience

The COUNTY shall have the right to terminate the AGREEMENT for its convenience upon giving thirty (30) days written notice to the CONTRACTOR.

In the event that the COUNTY elects to terminate the AGREEMENT for its convenience, the COUNTY shall pay the CONTRACTOR for all satisfactory work completed or services performed up to and including the date of termination.

B. Termination for Non-Appropriation/Insufficient Appropriation

In the event that funding to the COUNTY from Federal, State, and Local funding sources is not obtained or continued at an aggregate level sufficient to allow for the purchase of the services set forth in EXHIBIT "A" from the CONTRACTOR, the COUNTY may exercise either one of the following options:

1. Issue a written Notice of Termination of this AGREEMENT to the CONTRACTOR effective upon a specified date. In the event of termination of the AGREEMENT for non-appropriation/insufficient appropriation, the COUNTY shall pay the CONTRACTOR for all satisfactory work completed or services performed, if any, up to and including the date of termination.

2. Continue the AGREEMENT by written amendment providing for a reduction in either the term of the AGREEMENT, the SCOPE OF SERVICES to be provided or the compensation to be paid to the CONTRACTOR pursuant to this AGREEMENT, or any combination thereof in a manner consistent with the nature, amount and

circumstances of the **COUNTY'S** loss of State, Federal, and/or Local funding; provided, however, that any termination or reduction of the term, compensation or **SCOPE OF SERVICES** under this **AGREEMENT** shall be without prejudice to any obligations or liabilities of either party incurred prior to such termination or reduction of the term, **SCOPE OF SERVICES** or compensation under this **AGREEMENT**.

C. Termination for Cause

The **COUNTY** shall have the right to terminate the **AGREEMENT** upon notice in writing to the **CONTRACTOR** for any **CONTRACTOR** default set forth in the Article 18 entitled "**DEFAULT**" and which default continues unremedied 30 days after the **CONTRACTOR** received written notice from the **COUNTY** requiring the default to be remedied. The **COUNTY** shall also have the right to terminate the **AGREEMENT** upon notice in writing to the **CONTRACTOR** for breach or violation of any term or condition as specified in any Exhibit to this **AGREEMENT**, or any applicable law, rule or regulation governing the provision of the **SCOPE OF SERVICES** and which breach or violation continues unremedied 30 days after the **CONTRACTOR** received written notice from the **COUNTY** requiring the breach or violation to be remedied.

B. Reasons for Termination - **CONTRACTOR**

The **CONTRACTOR** shall have the right to terminate this **AGREEMENT** (i) for its convenience upon giving ninety (90) days written notice to the **DEPARTMENT**, or (ii) for non-payment by the **COUNTY** of any sum due and payable under this **AGREEMENT** and which sum remains unpaid unremedied 30 days after the **COUNTY** received written notice from the **CONTRACTOR** requiring the payment default to be remedied.

C. Actions Subsequent to Termination

Upon receipt of a Notice of Termination or upon giving a Notice of Termination, and except as otherwise directed by the **COUNTY**, the **CONTRACTOR** shall:

1. Stop work under this **AGREEMENT** on the date of and to the extent specified in the Notice of Termination;
2. Place no further orders, contracts, or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work or services under this **AGREEMENT** as is not terminated;

3. Terminate all orders, contracts, and subgrants to the extent that they relate to the performance of work or services terminated by the Notice of Termination;

4. Assign to the **COUNTY** in the manner, at the time, and to the extent directed by the **COUNTY** all of the rights and interest of the **CONTRACTOR** under the orders, contracts or subgrants so terminated, and at the discretion of the **COUNTY**, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants.

5. Settle all outstanding liabilities and claims arising out of such termination of orders, contracts, and subgrants, with the approval or ratification of the **COUNTY**, to the extent that the **COUNTY** may require. Such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of, or in any manner or degree of, the performance of **CONTRACTOR** hereunder.

6. Arrange for the transfer and delivery of all data in accordance with Article 318 of this **AGREEMENT**; and

7. Take all other reasonable and necessary actions to wind up the administration of this **AGREEMENT** in an orderly manner.

21. NON-WAIVER BY COUNTY

A failure by the **COUNTY** to take any action with respect to any default or violations by the **CONTRACTOR** of any of the terms, conditions, or covenants of this **AGREEMENT** shall not in any way limit, prejudice, diminish or constitute a waiver of any right of the **COUNTY** to act with respect to any prior, contemporaneous or subsequent violation or with respect to any continuation or repetition of the original violation or default under this **AGREEMENT**.

22. REMEDIES - CUMULATIVE

All rights and remedies under this **AGREEMENT** shall be cumulative and shall be in addition to those rights which the parties may have under applicable law, statute, regulation or otherwise.

23. MODIFICATION OR AMENDMENT

This **AGREEMENT** constitutes the entire **AGREEMENT** of the parties on the subject matter hereof and it may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. The **CONTRACTOR** agrees that

no representations or warranties shall be binding upon the **COUNTY** unless expressed in writing hereof or in a duly executed amendment hereof.

24. APPLICABLE LAW

This **AGREEMENT** shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. EQUAL EMPLOYMENT OPPORTUNITY / NON-DISCRIMINATION

During the term of this **AGREEMENT**, **CONTRACTOR** agrees as follows:

A. **CONTRACTOR** shall not discriminate against any employee, applicant for employment, independent contractor, consumer or any other person on the basis of race; color; religion; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

B. **CONTRACTOR** shall take affirmative action to ensure that applicants for employment and all employees or agents are treated without regard to their race, color, religious; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. **CONTRACTOR** shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this non-discrimination clause.

C. **CONTRACTOR** shall, in advertisements or requests for employment placed by it or on its behalf, clearly state that all qualified applicants will receive consideration for employment without regard to race, color, religious ; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability

of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

D. **CONTRACTOR** shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Agreements or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

E. It shall be no defense to a finding of non-compliance with this non-discrimination clause that **CONTRACTOR** had delegated some part to its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the **CONTRACTOR** was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

F. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that **CONTRACTOR** will be unable to meet its obligations under this non-discrimination clause, **CONTRACTOR** shall then employ and fill vacancies through other non-discriminatory employment procedures.

G. **CONTRACTOR** shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of **CONTRACTOR's** noncompliance with the non-discrimination clause of this **AGREEMENT** or with any such laws, this **AGREEMENT** may be terminated or suspended, in whole or in part, and **CONTRACTOR** may be declared temporarily ineligible for further **COUNTY** contracts, and other sanctions may be imposed and remedies invoked.

H. **CONTRACTOR** shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the **DEPARTMENT** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government for purposes of investigation to ascertain compliance with the provisions of this clause. If **CONTRACTOR** does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the **COUNTY** or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government.

I. **CONTRACTOR** shall actively recruit minority and women subcontractors

or subcontractors with substantial minority representation among their employees.

J. **CONTRACTOR** shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

26. SEXUAL HARASSMENT POLICY

The **CONTRACTOR** agrees to establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who engage in such conduct will be disciplined.

The **CONTRACTOR** further agrees to cause any subcontractor performing work or providing services in connection with the **SCOPE OF SERVICES** to establish and maintain a written sexual harassment policy.

27. AMERICANS WITH DISABILITIES ACT

During the term of this **AGREEMENT**, the **CONTRACTOR** agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

B. The **CONTRACTOR** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

28. EQUAL OPPORTUNITY FOR THE DISABLED

A. The **CONTRACTOR** agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The **CONTRACTOR** assures that any benefits, services, or employment, available through the **CONTRACTOR** to the public by way of this **AGREEMENT'S** funds, shall not be denied persons with mental or physical handicaps or disabilities who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this **AGREEMENT**.

B. The **CONTRACTOR** shall be responsible for and agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the **CONTRACTOR's** failure to comply with the provisions of sub-paragraph 8 (a) above.

C. The **CONTRACTOR** shall include the provisions of Paragraph A above in every subcontract under this **AGREEMENT** so that such provision binds each sub-contractor.

29. OTHER FEDERAL LAWS

A. The **CONTRACTOR** expressly agrees and assures that it will comply with the following federal laws and requirements, where applicable.

1. Pro-Children Act of 1994

a. Pursuant to the Federal Pro-Children Act of 1994 (20 U.S.C. 6081-6084), the **CONTRACTOR** and all subcontractors shall agree to comply with the following certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b. The **CONTRACTOR** certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

c. The **CONTRACTOR** agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify accordingly.

d. The **CONTRACTOR** further agrees that it will comply with, and require any subcontractors to comply with, the requirements of the Pro-Children Act of 1994 regardless of the source of funds for this contract.

2. Drug Free Workplace Act

a. Pursuant to the Drug Free Workplace Act, 41 U.S.C. §701 et seq and its implementing regulations, 45 C.F.R. Part 76, the **CONTRACTOR** agrees that it shall provide a drug free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace; and
 - ii. The policy of maintaining a drug-free workplace; and
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including the statement published pursuant to Subparagraph 2 above, a requirement that each employee, as a condition of employment, shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer no later than five (5) days after a conviction of any employee for a violation of any criminal drug statute which takes place or occurs at the workplace.
4. Notifying the **DEPARTMENT** and the **OFFICE** within ten (10) days after receiving notice under subparagraph 3(ii) above, from an employee or otherwise receiving actual notice of such conviction.

5. Taking one of the following actions, within thirty (30) days of receiving notice under Subparagraph 3(ii) above, with respect to any employee who is so convicted:

- i. Taking appropriate personnel action against such an employee, up to and including termination; or
- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

6. Making a good faith *effort* to continue to maintain a drug-free workplace through implementation of Subparagraphs 1, 2, 3, 4 and 5 above.

b. The **CONTRACTOR** shall include the provisions of Subparagraph a above in every subcontract entered into to carry out any part of the **SCOPE OF SERVICES** under this Agreement so that such provision binds each subcontractor.

c. The **CONTRACTOR** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Drug Free Workplace Act.

3. Federal Lobbying

a. The **CONTRACTOR** agrees to certify to the following lobbying restrictions and disclosure requirements:

1. No federal appropriate funds have been paid or will be paid, by or on behalf of the **CONTRACTOR**, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **CONTRACTOR** shall complete and submit Standard Form-LLL (Appendix C), "Disclosure of Lobbying Activities, " in accordance with its instructions.

3. **CONTRACTOR** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

b. The **CONTRACTOR** shall, at the request of the **OFFICE**, execute such documents in a form acceptable to the **OFFICE**, certifying compliance with the Federal Lobbying restrictions and disclosures set forth above.

4. Federal/State Voter Registration Requirements

a. If the **COUNTY** determines that the **CONTRACTOR**'s performance of the **SCOPE OF SERVICES** under this **AGREEMENT** includes serving as a point of intake for individuals who are either: i) applying, reapplying or applying for recertification for "public assistance; " or ii) renewing or changing an address in connection with the provision or receipt of "public assistance, " then the **CONTRACTOR** shall comply with the National Voter Registration Act (N.V.R.A.) of 1993 and the Pennsylvania Voter Registration Act of 1995 by

affording the opportunity to eligible individuals to register to vote by completing a voter registration mail application form.

b. A description of the **CONTRACTOR s** voter registration duties and responsibilities under the National Voter Registration Act of 1993 and the Pennsylvania Voter Registration Act of 1995 is set forth at length in the Contract Manual.

5. All other federal laws set forth at length in the Contract Manual and specifically in Exhibits "A," "B" and "D" to this **AGREEMENT**.

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA) RECIPROCAL ASSURANCES

A. DEFINITIONS

- (a) Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given when defined in the HIPAA Regulations. A reference in this Paragraph 5 of Article 29 of this Agreement to a section in the HIPAA Regulations means the section then in effect, or as amended.
- (b) "Breach" shall mean the same as it means at 45 C.F.R. §164.402.
- (c) "Business Associate" ("BA") shall mean the **CONTRACTOR**.
- (d) "Covered Entity" shall mean Allegheny County, the Department of Human Services and its/their subsidiaries, agencies and affiliates.
- (e) "Days" shall mean calendar days.
- (f) "Designated Record Set" shall mean the same as it means at 45 C.F.R. §164.501, and includes electronic Designated Record Sets.
- (g) "Discovery of a Breach" shall mean that Business Associate, or an employee, officer or agent of Business Associate (other than the individual that caused the Breach), has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.
- (h) "Electronic Protected Health Information" or "EPHI" shall mean the same as it means at 45 C.F.R. §160.103.
- (i) "Privacy Rule" shall mean Subparts A and E of 45 C.F.R. Part 164.

- U) "Protected Health Information" or "PHI" shall have the meaning set forth at 45 C.F.R. §160.103. When used in this Agreement, PHI shall refer only to PHI that is created, received, maintained, transmitted, used or disclosed for or on behalf of Covered Entity by Business Associate or a Subcontractor.
- (k) "Security Incident" shall mean the same as it means at 45 C.F.R. § 164.304.
- (l) "Security Measures" shall mean the same as it means at 45 C.F.R. §164.304.
- (m) "Security Rule" shall mean Subparts A and C of Part 164 of Title 45 of the Code of Federal Regulations.
- (n) "Services" shall mean all functions and activities necessary to perform the Services Agreement(s) and related arrangements, whether oral or in writing, between Covered Entity and Business Associate.
- (o) "Subcontractor" shall mean the same as it means at 45 C.F.R. §160.103.
- (p) "Unsecured PHI" shall mean the same as it means at 45 C.F.R. §164.402.

B. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a) Business Associate agrees to not use or disclose PHI of Covered Entity other than as permitted or required by this Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards and to comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (c) In the event that Business Associate transmits EPHI on behalf of Covered Entity via electronic mail over the Internet, Business Associate agrees to the extent deemed reasonable and appropriate by Business Associate that such EPHI shall be secured by an encryption technology that renders EPHI unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the guidance of a standards developing organization that is accredited by the American National Standards Institute; unless otherwise required by the Secretary to meet an alternative standard.

- (d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate, or a Subcontractor of Business Associate, in violation of the requirements of this Agreement.
- (e) Business Associate agrees to report to Covered Entity:
 - 1. Within ten (10) days, any use or disclosure of PHI by the Business Associate not provided or by this Agreement of which it becomes aware.
 - 2. Within ten (10) days, any Security Incident of which it becomes aware that results in an unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.
 - 3. Within ten (10) days of receipt of a written request from Covered Entity, any Security Incident of which it becomes aware that was an unsuccessful attempt to obtain unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.
 - 4. If Business Associate makes a Discovery of a Breach of Covered Entity's Unsecured PHI that is created, received, maintained, transmitted, used or disclosed by Business Associate in any manner arising out of this Agreement, Business Associate shall timely notify Covered Entity as provided in subsection (f) of this Section B of this Paragraph 5 of Article 29 of this Agreement.
- (f) Following Discovery of a Breach of Covered Entity's Unsecured PHI, Business Associate without unreasonable delay, but in no case later than Thirty (30) days, shall provide written notice to Covered Entity setting forth the information described in subsection (g) of this Section B of this Paragraph 5 of Article 29 of this Agreement. In the event that Business Associate discovers what may be considered a

"breach," Business Associate shall use business care and prudence to satisfy itself based upon reasonable diligence that the acquisition, access, use, or disclosure of PHI was not unintentional or inadvertent and that Business Associate cannot affirmatively demonstrate that there is a low probability that the security or privacy of the PHI has been compromised.

1. Notwithstanding any other provision of this Agreement, Business Associate agrees within thirty (30) days of receipt of documentation from Covered Entity to reimburse Covered Entity for any and all reasonable expenses (e.g., cost of mailing, media, credit monitoring, etc.) incurred by Covered Entity in carrying out the obligations of Covered Entity under the HIPAA Regulations to notify individuals affected by a Breach of Business Associate. In the alternative and upon agreement of the Parties, Business Associate may directly undertake such obligations and expenses in lieu of the herein provided reimbursement.

(g) Business Associate's written notification shall provide the following information:

1. To the extent possible, the names of each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach;
2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
3. A description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 5. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,
 6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.
- (h) If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected individuals may impede a criminal investigation, Business Associate shall so inform Covered Entity.
- (i) Reporting a Security Incident or a use or disclosure of PHI not provided for in this Agreement shall not discharge Business Associate's obligations under this Agreement to report a Breach unless such reporting fully and completely satisfies all of the Breach reporting requirements of this Agreement.
- U) In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. With respect to EPHI, Business Associate will ensure that any Subcontractor of Business Associate that creates, receives, maintains, or transmits EPHI on behalf of Business Associate agrees to use appropriate safeguards and comply with the Security Rule with respect to EPHI to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (k) When Business Associate maintains PHI in a Designated Record Set, including but not limited to an electronic Designated Record Set,

Business Associate agrees to provide access to and copies of PHI maintained in any Designated Record Set to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered Entity to meet the requirements of 45 C.F.R.

§164.524. Business Associate shall provide access to and copies of PHI in a reasonable time, not to exceed Fifteen (15) days [unless Business Associate and Covered Entity reasonably agree otherwise in writing]; and, in a reasonable manner.

- (l) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created, transmitted or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.
- (m) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within Fifteen (15) days of receipt Covered Entity's request.
- (n) Business Associate agrees to identify, track and document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected health information in accordance with 45 C.F.R. §164.528.
- (o) Business Associate agrees to provide to Covered Entity or to an Individual, in writing and not later than Thirty (30) days after receiving a request under this subsection (o), information collected in accordance with the foregoing subsection (n) of this Section B of

this Paragraph 5 of Article 29 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

- (p) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).
- (q) Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 C.F.R. §164.502(b). Further, Business Associate will restrict PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing goods and/or services under the Agreement of the Parties and who need to know such information in order to fulfill such responsibilities.

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- (a) General Use and Disclosure Provisions.
 - 1. Business Associate provides Services to Covered Entity pursuant to a Services Agreement and other arrangements. In accordance with the Service Agreement, the arrangements, and through their course of dealings and verbal understandings, Covered Entity and Business Associate have become knowledgeable about how and when Business Associate may create, receive, maintain, transmit, use or disclose PHI on behalf of Covered Entity when providing Services. Covered Entity expressly authorizes Business Associate to make any and all uses and disclosures deemed reasonable and necessary to provide the Services. Business Associate shall use or disclose PHI

only in a manner permitted by the HIPAA Regulations if done by Covered Entity.

(b) Specific Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any use made of Covered Entity's PHI that Business Associate made in reliance on this subsection (b)(1) of this Section C of this Paragraph 5 of Article 29 of this Agreement.
2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Notwithstanding the foregoing, upon receipt of a written request from Covered Entity, Business Associate will provide Covered Entity with a description of any disclosure made of Covered Entity's PHI that Business Associate made in reliance on this subsection (b)(2).
3. When specifically requested in writing by Covered Entity, Business Associate may use PHI to: (i) provide Data Aggregation services to Covered Entity as permitted by 45

C.F.R. §164.504(e)(2)(i)(B); or, (ii) create de-identified health information in accordance with 45 C.F.R. §164.514.

4. Business Associate may disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502U)(l).

D. INDEMNIFICATION

Business Associate shall indemnify and hold Covered Entity, and its employees, officers, directors, independent contractors, agents and representatives, harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach of the Agreement by Business Associate. The obligations set forth in this Section D of this Paragraph 5 of Article 29 of this Agreement shall survive termination of this Agreement, regardless of the reasons for termination.

E. OBLIGATIONS OF COVERED ENTITY

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPM Regulations if done by Covered Entity.

F. HIPAA OBLIGATIONS UPON TERMINATION OF AGREEMENT

- (a) In the event that this Agreement is terminated pursuant to Article 20 of this Agreement, the parties agree that all obligations undertaken or set forth under Paragraph 5 of Article 29 of this Agreement shall survive termination of this Agreement.
- (b) Upon the termination of this Agreement for any reason set forth in Article 20 of this Agreement, Business Associate agrees to return or destroy all Protected Health Information, if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its Subcontractors. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reason for such determination, which reasons must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for Business Associate to obtain Protected Health Information from a Subcontractor, Business Associate must provide a written explanation to the Covered Entity and require the Subcontractor to agree to extend any and all protections, limitations and restriction contained in this Agreement to the Subcontractor's use and/or disclosure of any Protected

Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. Such other applicable federal and state laws and requirements as set forth generally in the Contract Manual(s) and/or specifically in the document marked "SPECIAL PROVISIONS" which is incorporated by reference in its entirety herein and attached hereto as EXHIBIT "D" to this AGREEMENT.

30. AUDIT REQUIREMENTS

- A. When required by applicable law or regulation, **CONTRACTOR** shall be responsible for obtaining an audit of their contract(s), which shall be performed by an independent certified public accountant. Single audits and program-specific audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS) as specified in Government Auditing Standards published by the Comptroller General of the United States (the Yellow Book). These audits must meet the requirements of the Single Audit Act Amendments of 1996; guidelines specified by the U.S. Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), generally accepted auditing standards as prescribed by the Financial Accounting Standards Board. Agreed-upon Procedures Audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS). All audits must be in conformance with Commonwealth of Pennsylvania Regulations and the Provider Audit Guidelines.
- B. The cost of the audit made in accordance with the provisions of the Single Audit Act Amendment, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), the Yellow Book, and state regulations and audit guidance are allowable charges to federal and state awards.
- C. The expenditure threshold for which an audit is required varies depending upon the source of the funds, (i.e. federal, state or other) and is applied at both the Federal and State Level.
1. Federal Level

Service Providers expending federal funds in excess of \$500,000 annually are required to submit a certified audit, in accordance with the guidelines specified by Federal OMB Circular A-133.

2. State Level

Service Providers expending a combination of Pennsylvania. Department of Public Welfare (DPW) and federal funds in excess of \$500,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book). NOTE: An audit performed in accordance with Federal OMB Circular A-133 will be accepted in lieu of the GAGAS/Yellow Book audit referred to above.

Service Providers expending Pennsylvania. Department of Health funds, in excess of \$300,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book). NOTE: An audit performed in accordance with Federal OMB Circular A-133, will be accepted in lieu of the GAGAS/Yellow Book audit referred to above.

- D. Service Providers expending less than the thresholds noted above are not required to have an audit performed, therefore, audit costs are not chargeable to federal, state or county programs.
- E. If the audit covers program expenditures funded by sources other than the Allegheny County Human Services Department, the audit fee must be pro-rated. The audit fee must also be appropriately pro-rated between the different programs within the Allegheny County contract. To be considered reimbursable under county contracts, all annual budgets and cost composites for unit rate contracts must include these anticipated costs.
- F. Failure or inability to comply with audit requirements will be considered a default under this AGREEMENT.

31. DATA, COPYRIGHTS AND DISCLOSURE

A. Definition. The term "data," as used herein, includes but is not necessarily limited to written reports and analyses, diagrams, calculations, training, maps, system designs, computer programs, computer tapes, software, flow charts, punched card decks, magnetic tapes, diskettes, drawings, studies, manuals, brochures, advertisements, photographs, models, recommendations

and work of any similar nature which is required to be performed under this **AGREEMENT**. It does not include **CONTRACTOR's** financial reports, intellectual property or other information incidental to the administration of the **AGREEMENT**.

B. Software and Ownership Rights: If Federal or Commonwealth of Pennsylvania funds are used in this contract for the development of new software or for modifications of software, the **CONTRACTOR** hereby grants to the Commonwealth of Pennsylvania and the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for State and Federal Government purposes software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation, except in the case that the software purchase is of proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public.

CONTRACTOR acknowledges County ownership of data and **CONTRACTOR** must return data on demand in a non-proprietary format.

C. Rights in Data. Data submitted to and accepted by the **OFFICE/DEPARTMENT** under this **AGREEMENT** shall be the property of the **OFFICE/DEPARTMENT**, and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate. Such use shall be without any additional payment to or approval by the **CONTRACTOR**. All data shall be yielded and delivered by **CONTRACTOR** to the **COUNTY** promptly upon demand and, in any event, upon the cessation of this **AGREEMENT**, whether such cessation be by termination, expiration or otherwise.

D. Data Collection. All data collected under this **AGREEMENT** shall become the property of the **OFFICE/DEPARTMENT** at the close of the term of the **AGREEMENT**.

D. Copyrights and Publication Rights. **CONTRACTOR** relinquishes any and all copyrights and/or privileges to data developed produced or created with funds received by the **CONTRACTOR** from the **COUNTY** pursuant to this **AGREEMENT**.

The **CONTRACTOR** hereby grants, and shall require its agents, servants, employees, and/or subcontractors to grant, to the **COUNTY** a royalty-free, exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, and dispose of the data developed, produced or created with funds received by the **CONTRACTOR** from the **COUNTY** pursuant to this **AGREEMENT**. **CONTRACTOR** shall not include in the data any copyrighted matter unless **CONTRACTOR** provides the **DEPARTMENT** with written

permission of the copyright owner for the **DEPARTMENT** to use such copyrighted matter in a manner provided herein. **CONTRACTOR** shall exert all reasonable efforts to advise the **DEPARTMENT**, at the time of delivery of data furnished under this **AGREEMENT**, of all invasions of the right to privacy contained therein or any material in data that is subject to a privilege, including without limitation, the attorney-client privilege, the physician-patient privilege and any other privilege recognized under Pennsylvania law.

32. **CONFLICT OF INTEREST** The **CONTRACTOR** covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with its performance under this **AGREEMENT**. **CONTRACTOR** agrees not to knowingly employ any person having such an interest. **CONTRACTOR** certifies that no member of the board of the **CONTRACTOR** or any of its Officers or Directors has such an adverse interest.

33. **FEE SPLITTING** The **CONTRACTOR** agrees that no employee, board member, or representative of **CONTRACTOR**, either personally or through an agent, shall solicit the referral of consumers to any facility, in a manner which offers or implies an offer of rebate to persons referring consumers or any other fee splitting inducements. Other fee splitting inducement shall mean, but shall not be limited to, recompense of a non-monetary, tangible nature, including, but not limited to, in-kind, special discounts, and/or allowances. This applies to contents of fee schedules, billing methods, or personal solicitation. Additionally, no person or entity involved in the referral of clients may receive payment or other inducement by a facility or any of its representatives.

34. **CONFIDENTIALITY**

The **CONTRACTOR** shall ensure, and shall require all agents, servants, and employees to ensure, that the names, addresses, and identities of all persons served, counseled, treated or rehabilitated by the **CONTRACTOR**, are kept confidential and that such names, addresses and identities will not be divulged except as disclosure is permitted or required by law. The **CONTRACTOR** shall ensure, and shall require all agents, servants and employees to ensure, the security and confidentiality of all consumer records and information and shall assure compliance with all regulations and statutes concerning the retention of said records.

35. **SECURITY CLEARANCES**

A. When required by applicable law or regulation, the **CONTRACTOR** shall require all applicants for employment with the **CONTRACTOR** to submit with their

applications, prior to their employment, a report of Criminal History Record Information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application. The **CONTRACTOR** shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. The **CONTRACTOR** shall notify the applicant in writing if the decision not to hire is based in whole or in part on criminal history record information.

B. The **CONTRACTOR** shall provide written notice to the **DEPARTMENT** if any agent, servant, employee or subcontractor of the **CONTRACTOR** is charged and/or convicted of any crime that would relate to the ability of the agent, servant, employee or subcontractor of the **CONTRACTOR** to provide or perform the services described in the **SCOPE OF SERVICES**.

C. The Director or his designee may, at his discretion, waive or modify any of the requirements set forth in this Article where the Director determines that such waiver or modification is in the best interests of the **COUNTY**.

36. CONTRACTOR INTEGRITY

1. Definitions– The following words as used in this Article shall mean as follows:

A. "Confidential information" means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the **COUNTY**.

B. "Consent" means written permission signed by a duly authorized officer or employee of the **COUNTY**, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the **COUNTY** shall be deemed to have consented by virtue of execution of this **AGREEMENT**.

C. **CONTRACTOR** means the **CONTRACTOR** that has entered into this **AGREEMENT** with the **COUNTY**, including **CONTRACTOR's** directors, officers, partners, managers, key employees, and owners having a financial interest.

D. "Financial Interest" means:

1. Ownership of more than a five percent (5%) interest in any business; or

2. Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.
- E. "Gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The **CONTRACTOR** shall maintain the highest standards of integrity in the performance of this **AGREEMENT** and shall take no action in violation of state and federal laws, regulations, or other requirements that govern contracting with the **COUNTY**.
3. The **CONTRACTOR** shall not disclose to others any confidential information gained by virtue of this **AGREEMENT**.
4. The **CONTRACTOR** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the **COUNTY**.
5. The **CONTRACTOR** shall not, in connection with this **AGREEMENT** or any other agreement with the **COUNTY**, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the **COUNTY**.
6. Except with the consent of the **COUNTY**, neither the **CONTRACTOR** nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this **AGREEMENT** except as provided therein.
7. Except with the consent of the **COUNTY**, the **CONTRACTOR** shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material in connection with the provision or performance of the **SCOPE OF SERVICES**.
8. The **CONTRACTOR**, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the **COUNTY** in writing.
9. The **CONTRACTOR**, by execution of this **AGREEMENT** and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The **CONTRACTOR** shall, upon request of the Director, reasonably and promptly make available to **OFFICE** and its representatives or designees, for inspection and copying, all Fiscal and Programs Records of the **CONTRACTOR** of, concerning, and referring to this **AGREEMENT** with the **COUNTY** or which are otherwise relevant to the enforcement of these provisions.

37. NO DEBARMENT OR SUSPENSION

A. The **CONTRACTOR** certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the **CONTRACTOR** cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the **CONTRACTOR** enters into subcontracts or employs under the **AGREEMENT** any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the United States Government or who become suspended or debarred by the Commonwealth or United States Government during the term of this **AGREEMENT** or any extensions or renewals thereof, then the **COUNTY** shall have the right to require the **CONTRACTOR** to terminate such subcontracts or employment.

C. The **CONTRACTOR** agrees to reimburse the **COUNTY** and Commonwealth for reasonable costs of investigations incurred by the **COUNTY** or by the Office of the Inspector General of the Commonwealth for investigations of the **CONTRACTOR's** compliance with the terms of this **AGREEMENT** or any other agreement between the **CONTRACTOR** and the **COUNTY** which results in the suspension or debarment of the **CONTRACTOR** or any subcontractor of the **CONTRACTOR**. Such costs shall include, but not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The **CONTRACTOR** shall not be responsible for investigative costs for investigations which do not result in the **CONTRACTOR's** suspension or debarment.

D. The **CONTRACTOR** may obtain the current list of suspended and debarred Contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone # (717) 783-6472
Fax # (717) 787-9138

38. INTERESTS OF MEMBERS OF THE COMMONWEALTH

No officer, member or employee of the Commonwealth and no member of its General Assembly, who exercises any functions or responsibilities under this **AGREEMENT**, shall participate in any decision relating to this **AGREEMENT** which affects their respective personal interest or the interest of any corporation, partnership, or association in which directly or indirectly, they may be interested; nor shall any such officer, member or employee of the Commonwealth or members of its General Assembly have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

39. INTERESTS OF COUNTY OFFICIALS, OFFICERS OR EMPLOYEES

No elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE**, who exercises any functions or responsibilities under this **AGREEMENT**, shall participate in any decision relating to this **AGREEMENT** which affects their respective personal interest or the interest of any corporation, partnership, or association in which directly or indirectly, they may be interested; nor shall any such elected official, officer or employee of the **COUNTY**, the **DEPARTMENT** or **OFFICE** have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

40. TAX COMPLIANCE: OFFSET

By executing this **AGREEMENT**, the **CONTRACTOR** warrants and represents that it is not delinquent in the payment of any taxes or other obligations to the **COUNTY**. The **CONTRACTOR** shall immediately inform the **OFFICE** if, at any time during the term of this **AGREEMENT**, it becomes delinquent in the payment of any taxes to the **COUNTY**. The **CONTRACTOR** agrees that the **COUNTY** shall have the right to offset any tax or other obligation owed by the **CONTRACTOR** to the **COUNTY** against any payments due the **CONTRACTOR** for services provided or performed under this **AGREEMENT**.

41. ACKNOWLEDGMENT OF FUNDING

The **CONTRACTOR** shall place, and shall require all persons performing services hereunder to place, in a conspicuous place on any premises, data, material, media, curricula, instruments or reports developed or delivered under this **AGREEMENT**, that the work was performed and the services were provided under an agreement funded by the **DEPARTMENT** and/or, where applicable, the appropriate department or agency of the Commonwealth of Pennsylvania or U.S. Government.

42. INCORPORATION OF CONTRACT MANUAL REQUIREMENTS

A. The **CONTRACTOR** acknowledges that funding for the **SCOPE OF SERVICES** is provided in whole or in part by grants made to the **COUNTY** by departments and agencies of the United States Government or the Commonwealth of Pennsylvania. All of the terms and conditions governing the grant funds received by the **COUNTY**, including but not limited to a listing of all of the federal and/or state laws, rules and regulations pertaining to the **CONTRACTOR's** provision or performance of the **SCOPE OF SERVICES** under this **AGREEMENT**, are set forth in a series of documents developed, compiled and created by the **DEPARTMENT** which is generally referred to as the "Contract Manual." Those portions or provisions of the Contract Manual which are specifically incorporated as terms and conditions of this **AGREEMENT** are set forth in EXHIBIT "D" to this **AGREEMENT**.

B. Although referred to in the singular, the term "Contract Manual," as used in this **AGREEMENT**, shall refer to and include any of the Contract Manuals developed, compiled and created by the **DEPARTMENT** that are applicable to this **AGREEMENT** because: (1) more than one Federal, State or local funding source is used to support the **SCOPE OF SERVICES**; or (2) certain work or activities set forth in the **SCOPE OF SERVICES** are subject to particular laws, rules or regulations.

C. **I**f any provision of this **AGREEMENT** is in conflict with any terms or conditions set forth in any Contract Manual of the Department, the provisions set forth in the Contract Manual shall be controlling.

D. Due to its size and voluminous nature, the Contract Manual is not attached hereto. The **CONTRACTOR** does acknowledge that it has received a true and correct copy of any applicable Contract Manual from the **OFFICE**.

E. Any and all provisions included in any applicable Contract Manual are subject to modification by amendment or changes to federal, state and local rules and regulations at any time. Any such amendments shall be deemed to be part of the applicable Contract Manual and shall be incorporated automatically as part of the **AGREEMENT** without the necessity of a written amendment. The **DEPARTMENT** shall provide written notice of any changes in any applicable Contract Manual.

43. SUCCESSORS

All of the terms and conditions contained in this **AGREEMENT** shall be binding upon and shall inure to the benefit of respective successors and assigns of the parties.

44. AUTHORIZATION

The parties hereto warrant and represent as follows:

A. The **AGREEMENT** has been duly authorized and approved by each of their respective officers having the legal authority to exercise the power to contract; and

B. The respective individuals signing the **AGREEMENT** have been duly authorized to sign the same on behalf of the respective parties.

45. INTELLECTUAL PROPERTY

A. Definitions:

Intellectual Property or IP means all inventions (whether patentable or not), innovations, technology, discoveries, Know-how, copyrights, design rights, integrated circuit design rights and other intellectual property rights.

Background IP means Intellectual Property belonging to or in the control of either Party and which is created prior to or independently of the Project carried out pursuant to this Agreement and which is used for the purposes of the Project.

Foreground IP means Intellectual Property which results from or is created, devised or invented in the course of the Project under this Agreement.

Project means the project detailed in the Work Statement attached in Exhibit A to this AGREEMENT.

B. All intellectual Property held by a Party in relation to anything used by or disclosed by it in connection with this AGREEMENT prior to entering into this AGREEMENT shall remain the property of the Party using or disclosing it.

C. All Background IP used or disclosed in connection with the Project, which is the subject of prior agreements with other parties or which have pre-existing intellectual property rights constraints, shall remain unaffected by this Agreement.

D. All Foreground IP (including the results of the work under the Project invented, devised, discovered, developed or created solely by a Party in the course of the Project) shall be owned by such Party. Such Party solely owning the Foreground IP shall grant the other an irrevocable, worldwide, royalty free, fully paid-up, non-exclusive license to use, modify, reproduce, and distribute Foreground IP (unless agreed otherwise in writing).

E. All Foreground IP (including the results of the work under the Project invented, devised, discovered, developed or created jointly by the Parties for or in the course of the Project) shall be jointly owned by the Parties in equal undivided shares ("**Joint IP**"). Both Parties shall have the free and unfettered right to use at its own risk the **Joint IP** for its purpose, including for academic, teaching, research, development and commercial purposes. Each Party agrees to grant to the other an irrevocable, worldwide, royalty free, fully paid-up, non-exclusive license to use its Background IP if such Background IP is required to enable the effective use of the **Joint IP** in question for the purposes specified in this Clause 45E.

F. **COUNTY** shall grant **CONTRACTOR** a nonexclusive, non-transferable, perpetual, irrevocable, royalty-free right to use, modify, reproduce, and distribute Background IP where it is required and has been incorporated into Foreground IP. **CONTRACTOR** may also sublicense the aforementioned IP in this under these same conditions.

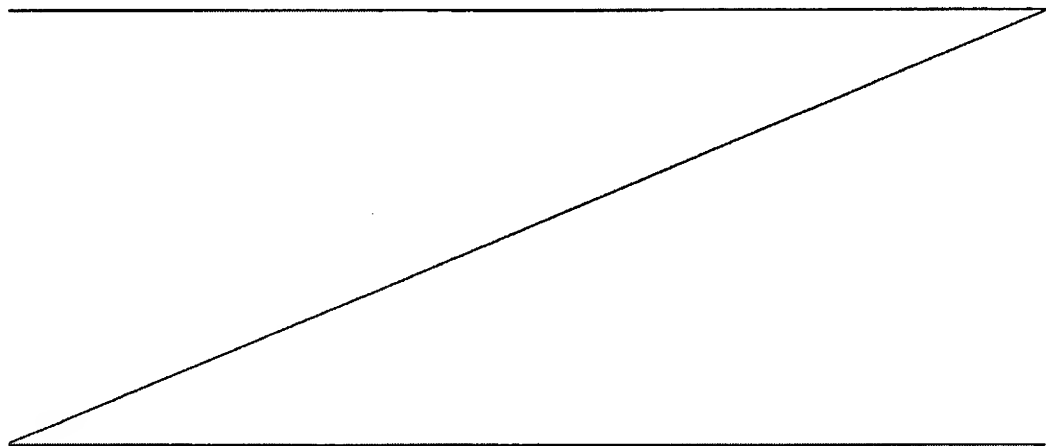


Exhibit A: Allegheny County Department of Human Services Work Statement

Contractor Name: AUT Enterprises Limited

DHS Office/Bureau: DARE

Service: Information Technology/Development/Consulting

CONTRACTOR will build upon its previous work developing a Predictive Risk Model (PRM) for DHS's child welfare office, designed to support staff decision-making when receiving calls about possible child abuse/neglect. The PRM provides a risk score for each child for whom a call is received, based on a algorithm that utilizes existing information in the DHS Data Warehouse. The Data Warehouse is DHS's central repository of program and service data from 29 data sources, including all of DHS's program offices, school districts, the PA Department of Human Services, City and County Housing Authorities, and a number of other sources. If a call is received about a child for whom the algorithm is able to identify a match in the Data Warehouse, the risk score will be calculated and made available immediately to call screeners. Call screeners will use this score, in addition to other available information from the caller or other case information, to determine whether a home visit is warranted. The purpose is to increase the accuracy of decision-making when it comes to deciding which potential cases are at risk and in need of child welfare's involvement.

Now that the PRM is in place, there are five potential follow-up projects that CONTRACTOR will explore for viability and practicality. Each potential project will be examined with regard to availability, quality and suitability of data, research time involved, and expected applicability of results. The five potential projects are:

1. Implementation of a PRM to identify children at risk of adverse outcomes at birth
2. Implementation of a PRM model for risk of future homelessness
3. Implementation of a PRM for predicting whether youth in child welfare are at risk of concurrent or subsequent involvement in the juvenile justice system
4. Implementation of a PRM for re-entry into the child welfare system
5. Impact evaluation of Allegheny County's home visiting programs

CONTRACTOR will present the results of the exploration to DHS leadership. The CONTRACTOR shall provide the above described services in accordance with the attached timeline (Exhibit A – Attachment 1).

Exhibit A- Attachment 1:Timeline

Deliverable 1: At-Birth Predictive Risk Model

Outcome: Work with County Staff and Deloitte to implement an at-birth model screening tool that ranks each birth according to the chance of having one of multiple poor outcomes.

Duration: November 2016 – January 2018

Total Expected Billing: USD\$198,200^[1]

1. IRB obtained; Agreement on outcomes to be targeted; List of data sets and fields to be extracted from Allegheny data warehouse. Disparities Report commissioned (CMU). Ethics Report commissioned if required (cost additional).
 - Est. completion **January 2017**
 - Billing #1, est. \$8,000, invoiced on completion.
2. Options paper with prototype models using both machine learning and statistical models. Advisory Board presentation. Research team takes part in community presentations. On-site meetings with key stakeholders. Oversee delivery of draft Ethics Report if required
 - Est completion **April 2017**
 - Billing#2, est. \$ 81,000, invoiced on completion.
3. Data dictionary delivered to Deloitte, data structured in the data warehouse, structured data delivered to CSDA
 - Est completion, **July 2017**
 - Billing #3, est. \$ 34,000, invoiced on completion.
4. Model in production mode coded into Data Warehouse
 - Est. completion, **October 2017**
5. Scores generated in live environment
 - Est completion, **January 2018]**
6. Disparities Report delivered (likely subcontracted to Alexandra Chouldechova, CMU)
 - Est completion, **January 2018,**
 - Billing #4, est. \$75,200, invoiced on completion.

^[1]Includes an estimated price for a disparities report from CMU but not an independent ethics report.

DELIVERABLE 2: Homelessness Screening Tool

Outcome: Working with County Staff and Deloitte, implement a screening tool at hotline call (either child welfare OR at coordinated entry.)

Duration: November 2016 – December 2017

Total Expected Billing: USD\$58,340

Deliverables & Billing Schedule:

1. Initial exploration and interim feasibility report
IRB obtained and homelessness data extracted, and matched with referral data and coordinated entry. Report on the assessment of the quality of data that is available from homeless data including the VI-SPDAT to ascertain whether a risk model is feasible.
 - Est. completion, **February 2017**
 - Billing #1, est.\$19,000, invoiced on completion. Potential early exit point if agreed Project is not feasible
2. Structure Data: Receive homeless data and other data sets (physical health, schooling) as well as datasets provided for "Allegheny One" (behav health, DPW, ACJ, KIDS). Structure all data sets into longitudinal files. Develop PRM Using both Machine Learning and Statistical Modelling.
 - Est. completion **June 2017**
 - Billing #2, est. \$29,540, invoiced on completion
3. Implementation in the Data Warehouse (with Deloitte).
 - Est. completion, **October 2017**
 - Billing #3, est. \$9,800, invoiced on completion

EXHIBIT B

PAYMENT PROVISIONS

for the Agreement
by and between
Allegheny County Department of Human Services
and
AUT ENTERPRISES LIMITED.

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Workstatement) of this AGREEMENT.

General Terms and Conditions

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

CONTRACTOR shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. Refer to Article 42 of the AGREEMENT for additional information regarding the contract manual(s).

CONTRACTOR shall be paid at the corporate address identified in Clause 128 (Notices) of the AGREEMENT unless CONTRACTOR otherwise notifies COUNTY in writing or provides a payment address herein:

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

CONTRACTOR does not have the authority to transfer allocated funds from one category of service to another without prior written authorization of the DEPARTMENT. Further, in the event services in the contract are reduced the allocated funding shall be reduced commensurately. If services are being terminated, the allocation for said services should be considered withdrawn by the COUNTY unless otherwise stated in writing.

Reimbursement to CONTRACTOR is to be made within a reasonable time by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Workstatement).

CONTRACTOR agrees to seek all possible sources of alternate funding/revenue for the services described in the workstatement (Exhibit A), including but not limited to third party insurance, medical assistance, etc., and any such funds received must be used to reduce the DEPARTMENT's financial liability.

When permitted by applicable law and regulations, if revenue generated by the program(s) of CONTRACTOR vary from the anticipated revenue stated within the related budget, then

DEPARTMENT, in its discretion may adjust proportionally its reimbursement herein under to CONTRACTOR. The previously stated amount is the anticipated revenue to CONTRACTOR from the various DEPARTMENTAL received funding sources for the term of the AGREEMENT and is subject to available funding.

The DEPARTMENT has the authority to adjust the allocations within this agreement based upon the service demands and treatment/administrative costs related to DEPARTMENT's consumers/clients. Said adjustment must be provided in writing to the CONTRACTOR by the DEPARTMENT, either via an adjustment letter in the case of a reduction or via a modification in the case of an increase.

CONTRACTOR's must comply with all Federal, State and Local laws, regulations, and funding requirements, including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

CONTRACTOR agrees that travel and subsistence costs shall be in accordance with prevailing County practice or state rates set forth in applicable codes/statutes and/or fund source guidelines, whichever is lower. If prevailing collective bargaining unit policies apply for the reimbursement of these items at a rate different from the funding source or county travel policies, the terms of the bargaining unit shall prevail.

ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse CONTRACTOR in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Workstatement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.

As stated above, each service/program/project/fund source/type has specific requirements as delineated in the CONTRACT SPECIFICATIONS MANUAL ON PAYMENT PROVISIONS, BUDGETS AND INVOICING which CONTRACTOR is obligated to abide by as a term/condition of the agreement.



Allegheny County Department of Human Services
Summary Allocation Statement



AGREEMENT START DATE: 07/01/2016

AGREEMENT END DATE: 06/30/2018

Agency Name:

AUT ENTERPRISES LIMITED

| DHS Office Name | Not To Exceed | Uncapped Fee |
|-----------------------------|---------------------|--------------|
| DARE | \$300,000.00 | No |
| TOTAL NOT TO EXCEED* | \$300,000.00 | |

*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES,SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.



Allegheny County Department of Human Services
Detailed Allocation Statement



Contract Date: 07/01/2016 - 06/30/2018
Program Office: DARE
Provider: -
JDE Number:

Provider Name: AUT ENTERPRISES LIMITED

Group Name: Ungrouped Services

Service Allocation

| Program Name | Service Name | Amount Not To Exceed | Funding Source | Start Date | End Date | Service Comments |
|---------------------|------------------------------------------------------------------------|-----------------------------|-----------------------|-------------------|-----------------|-------------------------|
| Not Applicable | Administrative Support Information Technology Development/Consulting | \$300,000.00 | CYF Programs | 07/01/2016 | 06/30/2018 | |

Total for DARE , AUT ENTERPRISES LIMITED : \$300,000.00

ONLY USE FOR CYF not Juvenile Center, IL or Family Service Centers

DIRECT PROGRAM & ADMINISTRATIVE EXPENSES

County: **ALLEGHENY**

Program Name: **CYF PROGRAMS**

Provider Name: **AUT Enterprises Limited**
 Provider Address:

Parent Org. Address:

Fiscal Year: **2016/2017**

| OBJECTS OF EXPENSE | Prior Year Actual 2015 - 2016 | Fiscal Year | Total Program (Not Just DHS) Current Budget Fiscal Year 2016-2017 | DHS -CYF/JPO Funded Current Budget Fiscal Year 2016-2017 |
|-----------------------------------------------|----------------------------------|-------------|----------------------------------------------------------------------|-------------------------------------------------------------|
| Personnel Expenses (schedule attached) | | | | |
| Program Staff | | | | |
| Managers/Supervisor Staff | | | | |
| Program Support Staff | | | | |
| Employee Benefits | | | | |
| Staff Training | | | | |
| Total Personnel Expenses | | | | |
| Office and Operational Expenses | | | | |
| Office Space (Mortgage/Rent) | | | | |
| Maintenance / Contract Services | | | | |
| Building Utilities | | | | |
| Communication | | | | |
| Office Supplies | | | | |
| Transportation / Travel | | | | |
| Vehicle Maintenance / Repair | | | | |
| Postage / Shipping | | | | |
| Printing / Publications | | | | |
| Insurance | | | | |
| Equipment / Maintenance Rentals | | | | |
| Association Dues / Licensing Fees | | | | |
| Recruitment / Advertising | | | | |
| Foster Parent Training | | | | |
| Other - Admin Support/Development/Consulting | | | 300,000 | 300,000 |
| Total Office and Operational Expenses | | | 300,000 | 300,000 |
| Offsetting Revenues | | | | |
| Total Offsetting Revenues | | | | |
| Net Total | | | 300,000 | 300,000 |
| Indirect Administrative Net Total | | | | |
| Grand Total | | | 300,000 | 300,000 |

* Agency will need to submit explanation of cost allocation plan

EXHIBIT C

INSURANCE REQUIREMENTS

For the term of this **AGREEMENT**, the **CONTRACTOR** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements:

1. General Requirements

- A. *All policies of insurance set forth below except Professional Liability shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds.***
- 8. All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

2. Types of Coverage

A. Commercial General Liability

- 1. Commercial General Liability Insurance which will protect the **CONTRACTOR** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following:
 - a. Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**;
 - b. Products Liability and Completed Operations;
 - c. The **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

B. Automobile Liability Insurance

- 1. The **CONTRACTOR** shall maintain Comprehensive Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.
- 2. The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to property.

C. Professional Liability Insurance

The **CONTRACTOR** shall carry Professional Liability insurance policy with limits of no less than \$1,000,000.

D. Workers' Compensation

The **CONTRACTOR** shall carry Workmen's Compensation Insurance as required by local law as outlined in Clause 1D, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer.

1. Workers Compensation: Statutory
2. Employers Liability with limits:
 - \$100,000 each accident
 - \$500,000 disease policy limit
 - \$100,000 disease each employee.

E. Fidelity Bonding

The **CONTRACTOR** shall ensure that employees who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by fidelity bond.

The coverage required and to be maintained for fidelity bond insurance shall be minimally:

An amount equal to, but not less than 10% of contract total contained in Exhibit B (Payment Provision) of this **AGREEMENT** when program funded/cost reconciled;

An amount equal to, but not less than \$50,000 when the **AGREEMENT** is fee-based/per diem funded;

An amount equal to, but not less than 10% of the program funded amount plus \$50,000 for fee-based services when the contract contains both fee-based/per diem and program funded services.

- F. The insurance carrier should have a AM Best rating of no less than A-.
- G. The County reserves the right to waive ANY or ALL conditions.

ALIT Enterprises Limited
2115454



Vero Liability Insurance Limited
Level 32 A142 Centre
23-29 Albert Street
Private Bag 92055
Auckland
New Zealand
Telephone 05 396 0358
Facsimile 09 306 0351

| INSURANCE CERTIFICATE | |
|-----------------------------|------------------------------------|
| Public & Products Liability | Client No. 6001205 Underwriter HCB |

We, the Insurers, Vero Liability Insurance Limited confirm that Public & Products Liability insurance has been effected on the following basis:

POLICY NUMBER HC-LPL-6093060

THE INSURED ALIT Enterprises Limited

BUSINESS DESCRIPTION Commercialisation of research and provision of consulting services

POLICY PERIOD From: 1 December 2015 at 4.00pm
To: 1 December 2016 at 4.00pm

LIMIT OF INDEMNITY \$ 2,000,000 any one occurrence/Products Aggregate

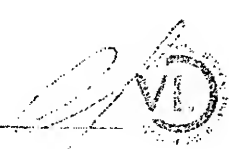
EXCESS \$ 2,500 per occurrence

POLICY WORDING VARSII EDIT

4 ID#
Commercial 3645
General 3645
Fidelity 3646

Signed for and on behalf of Vero Liability Insurance Limited

Authorized Officer



5 December 2015

PL Form: CERT-1112

21253/437791

AUT Enterprises Limited
5# 2115454

EXHIBIT C

INSURANCE



Vero Liability Insurance Limited
Level 22 A&M Centre
22-28 Albert Street
Private Bag 65065
Auckland
New Zealand
Telephone 09 326 0000
Facsimile 09 326 0001

| INSURANCE CERTIFICATE | | Client No. | Underwriter |
|------------------------|--|------------|-------------|
| Professional indemnity | | 6001206 | HCB |

We, the Insurers, Vero Liability Insurance Limited confirm that Professional Indemnity insurance has been effected on the following basis:

POLICY NUMBER HQ-LPI-6047572

THE INSURED AUT Enterprises Limited

BUSINESS DESCRIPTION Commercialisation of research and provision of consulting services

POLICY PERIOD
From: 01 December 2015 at 4:00pm
To: 01 December 2016 at 4:00pm

LIMIT OF INDEMNITY \$ 1,000,000 any one claim and in the aggregate during the Policy Period including costs and expenses

EXCESS \$ 5,000 each and every claim including costs and expenses

POLICY WORDING VL POL PI MANUSCRIPT

410# 3647

Signed for and on behalf of Vero Liability Insurance Limited

Authorised Officer

3 Dec 2015

PLM/Veri/Ch/10410

AUT ENTERPRISES
5#2115454



CORPORATE TRAVEL POLICY SCHEDULE

P.D.# 3648
Auto + Workers
Comp.
3649

POLICY NUMBER 766600006

INSURED AUT UNIVERSITY
and/or their subsidiary companies and companies for which they have management control and joint ventures, as now or hereafter constituted, formed or acquired.

PERIOD OF INSURANCE From 4pm 01/12/2015 to 4pm 01/12/2016 and any subsequent period for which we offer renewal of this Policy.

INSURED PERSON (S) / CATEGORIES All employees or directors of the Insured or persons authorised by the Insured travelling overseas on authorised business travel or private travel if declared by the Insured, Spouses (including common-law) and families of an Insured Person

SCOPE OF COVER Cover under this Policy applies for Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 to all insured persons whilst on a journey.

JOURNEY INTERNATIONAL TRAVEL Journey means overseas travel in connection with the business of the insured, including associated, private, personal and family travel outside of your Country of usual residence, which starts from the time of leaving home or normal place of business (whichever is left last) and continues until arrival back at home or normal place of business (whichever is reached first).

JOURNEY DOMESTIC TRAVEL Not Insured unless as part of an international journey.

SCHEDULE OF BENEFITS AND SUMS INSURED

The following benefits will apply to your policy. Please refer to your policy wording to see how these will apply.

| SECTION 1 | Personal accident & sickness | SUM INSURED | EXCESS |
|-----------|------------------------------------------------------------------------------|-----------------------|-------------------|
| | Lump sum benefits - Event 1 - 19 | \$255,000 | Nil |
| | Children under 16 years old - Event 1 | \$20,000 | Nil |
| | Children under 16 years old - Event 2 - 19 | \$250,000 | Nil |
| | Surgical benefits - Injury | \$5,000 | Nil |
| Part B | Weekly benefits - Injury Benefit Period | \$2,000 104 weeks | 14 Days N/A |
| Part C | Weekly benefits - Sickness Benefit Period Surgical benefits - Sickness | Nil N/A \$5,000 | Nil N/A Nil |
| Part D | Lump sum broken or fractured bones | \$5,000 | Nil |
| Part E | Rehabilitation expenses - maximum 6 months | \$500 per month | Nil |
| Part F | Loss of enjoyment of life | \$10,000 | Nil |

21259/109791

| | | | |
|-------------------------------------|-------------------------------------------------------------------------------|-------------------------|----------|
| Part G | Dependent education benefit - \$5,000 per child | \$10,000 any one family | Nil |
| Part H | Dental Benefit – Injury (Max \$250 per tooth) | \$10,000 | Nil |
| | Spouse accidental death | \$25,000 | Nil |
| | Independent financial advice | \$3,000 | Nil |
| | Corporate image protection | \$15,000 | Nil |
| | Partner retraining benefit | \$10,000 | Nil |
| SECTION 2 | Kidnap, extortion / Ransom | \$500,000 | Nil |
| SECTION 3 | Hijack and detention | | |
| | Daily benefit (Maximum 30 Days) | \$1,000 per day | Nil |
| | Legal Costs | \$50,000 | Nil |
| SECTION 4 | Medical / Additional / Cancellation / Curtailment | | |
| | Medical and additional expenses | Unlimited | \$50 |
| | Cancellation and curtailment expenses | Unlimited | \$50 |
| | Additional business expenses | \$2,500 | Nil |
| | Missed Transport connection | \$10,000 | Nil |
| | Continuous worldwide bed confinement (max 25 days) | \$200 per day | 48 hours |
| SECTION 5 | Allianz Global Assistance (Only applicable if Section 4 is insured) | | N/A |
| SECTION 6 | Loss of deposits | \$30,000 | Nil |
| SECTION 7 | Baggage, Business property, Electronic equipment and Money / Travel Documents | \$30,000 | \$50 |
| | Limit any one item | \$5,000 | \$50 |
| | Deprivation of baggage | \$5,000 | \$50 |
| | Tools & traveller's samples | \$20,000 | \$50 |
| | Electronic equipment - subject to standard warranty | \$10,000 | \$250 |
| | Money/Travel Documents | \$5,000 | \$50 |
| | Keys and Locks | \$1,000 | \$50 |
| | Identity Theft Extension | \$15,000 | \$50 |
| SECTION 8 | Alternative employee / Resumption of assignment expenses | \$30,000 | Nil |
| SECTION 9 | Personal liability | \$5,000,000 | Nil |
| | Court Attendance Benefit (Max \$100 per day) | \$1,000 | Nil |
| SECTION 10 | Rental vehicle excess | \$5,000 | Nil |
| | Personal Vehicle Extension -covering excess | \$2,000 | Nil |
| | Personal Vehicle extension -rental vehicle as consequence | \$2,500 | Nil |
| SECTION 11 | Political evacuation - Per insured person | \$20,000 | Nil |
| | Aggregate – any one period of insurance | \$100,000 | Nil |
| | Search and Rescue Expenses | \$20,000 | Nil |
| | Aggregate Limit | \$100,000 | Nil |
| SECTION 12 | Death by natural causes | \$50,000 | Nil |
| Aggregate limit of liability | | | |
| | (a) Any one Period of Insurance | \$2,500,000 | |
| | (b) Non-Scheduled Aircraft | \$1,000,000 | |

The following additional clauses apply:

Country of usual residence

Where the words "New Zealand" appear in the *General definitions* (page 25) for the *definitions of insured person and resumption of assignment expenses* they are deleted and replaced with "country of usual residence".

Ongoing medical expenses

In respect of any *insured persons* who are domiciled outside New Zealand ongoing medical expenses back in their *country of usual residence* are limited to NZ\$50,000 or the expenses incurred within twelve (12) months from the date of *injury or sickness* whichever is the lesser amount.

Definitions - Weekly benefits – injury & sickness

Temporary total disablement means the temporary inability of an *insured person* to engage in his or her usual occupation, or business duties.

Temporary partial disablement means the temporary inability of an *insured person* to engage in a substantial part of his or her usual occupation, or business duties.

Occupational rehabilitation benefit

In addition to the total disablement benefits, we will pay for expenses incurred for tuition, advice and/or treatment from a licensed vocational school or occupational rehabilitation institution, provided such treatment or advice is undertaken with the agreement of *us* and *your* attending doctor. Compensation under this provision will be limited to actual costs incurred not exceeding an amount equal to one quarter of the *injury* and *sickness* benefit stated on the *schedule* calculated for a 52 week period or \$5,000 whichever is the lesser amount.

Loss of enjoyment of life

If a claim is admitted by *us* under Part A-Lump Sum benefits-benefits 2-9(a) we will pay an additional \$10,000 if the *insured person* suffers *loss of enjoyment of life*, as defined.

Loss of enjoyment of life means that in the opinion of a *doctor* the *insured person* is unlikely to ever be able to undertake one or more of the following activities without assistance:

- (a) dressing and undressing
- (b) washing, bathing and toileting
- (c) eating and drinking
- (d) general household duties
- (e) shopping

Education fund supplement

We will pay \$5,000 for each *dependent child* (\$10,000 in aggregate for all *dependent children* in any one family) should the *insured person* die whilst on a *journey* as a result of an *injury*.

Definition applicable to this cover: For the purposes of this benefit only, *injury* means a bodily injury directly resulting from an accident and which is not an illness which happens to the *insured person* whilst on a *journey*, as a result of violent, external and visible means and which results, solely and directly and independently of any other cause including any *pre-existing medical condition or illness*, in the death of the *insured person*.

Section 4 - Automatic cover for Pre Existing Medical Conditions applies when;

1. The condition has not been diagnosed as terminal prior to the commencement of travel diagnosed prior to the commencement of a Journey.
2. The insured is not unfit to travel
3. The insured is not travelling to seek medical attention for the condition(s)
4. The insured is not aged over 80 years of age.

Section 6 - In respect of exclusion 3, pre-existing injury or sickness is defined as;

a terminal or chronic condition diagnosed prior to the commencement of a Journey. It also means any other condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:

- (a) has received medical treatment, attention or prescription medication in the 30 days immediately prior to the commencement of a Journey; or
- (b) required hospitalisation, surgery or investigation in the six months immediately prior to the commencement of a Journey; or
- (c) was on a waiting list for hospital or surgical treatment or investigation at the time a Journey commenced.

Amendments to Allianz policy wording for Universities of New Zealand and associated private travel policies.

General Exclusion 1 is amended to read as follows

"1. Age

any *insured person* who is over the age of eighty (80) years at the time of the loss, damage, liability, event, *injury* or *sickness*;"

Age limit 75 to 80 years.

Where an *insured person* is aged between 75 and 80 years *permanent total disablement* (Event 2) is deleted and replaced by Paraplegia/Quadriplegia and, where there are no dependants, the death benefit is reduced to \$10,000

Section 7

The Basis of Settlement is amended as follows:

- "1. For articles fifteen (15) years old or less, we will have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new, or by payment of the replacement value of the article or its nearest equivalent where the article is no longer available.
2. For articles more than fifteen (15) years old, we will have the option of repairing or replacing the articles with articles in the same condition but not with articles better or more expensive than the articles were at the time that the loss or damage occurred, or by payment of the replacement value of the article or its nearest equivalent where the article is no longer available after making allowance for wear, tear and depreciation."

Specified items

In respect of any specified items under Section 7:

1. Items over \$5,000 must be specified, and the maximum limit for specified items is \$30,000. For the purposes of this limit, sets or pairs of items and accessories to an item are deemed to be one item, unless such accessories are usually purchased as separate items.
2. The item must have been advised to the broker prior to leaving on the journey and an additional premium paid. The additional premium payable is either:
 - a. 1.50% of the items value per journey provided the journey is under 30 days; or
 - b. if the journey is over 30 days or annual cover is requested the additional premium is 3.5% of the items value.
3. The excess for each and every loss for a specified item is 10% of the items' value.
4. In the event of a claim, proof of ownership will be required, and the value of the specified item will be validated.
5. There is no cover for any jewellery item unless such item is being worn by the Insured Person or is in the possession of the Insured Persons (that is carried as hand luggage) or is stored in a securely locked room or safe.
6. There is no cover for wear and tear, or gradual deterioration of any jewellery item through the use and / or wearing of the item as it is intended to be used and / or worn.

Section 1

Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable under Events 1-9, We will, in addition to payment of the benefit, and at the request of You, the Insured Person or representatives of the Insured Person's estate, pay for professional financial advice in respect of the investment of the benefit for Events 1-9. Provided, however that such advice is provided by an independent financial advisor who is not a relative of the Insured Person and who is qualified to provide such financial advice. The maximum amount we will pay is \$3,000.

Corporate Image Protection

In the event of a claim being payable under Events 1-19, we will pay the policyholder an additional amount of \$15,000

Dental Benefit

The policy is extended to include the following benefits:

Injury Resulting In Loss of Teeth Or Dental Procedures

An injury resulting directly in a claim for any one of the following procedure(s) which must occur within twelve (12) months of the date of the Injury:

Procedures % of benefit payable per tooth

Loss of or full capping of teeth, per tooth. 100%

Partial capping of teeth. 50%

The benefits shown above are a percentage of the benefit payable under this clause. The maximum benefit payable for any one (1) Injury resulting in loss of teeth or dental procedure shall be limited to \$250 per tooth, to a maximum of \$10,000.

For the purpose of this clause, a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Partner Retraining Benefit

If an Insured Person's Accidental Death or Permanent Total Disablement benefit is payable under this Policy, We will pay, at Your request, up to \$10,000 towards the actual costs incurred for the training or retraining of the Insured Person's Spouse/Partner:

- a) for the purpose of obtaining gainful employment; or
- b) to improve their employment prospects; or
- c) to enable them to improve the quality of care they can provide to the Insured Person.

Identity Theft

We will indemnify the Insured for Identity Theft up, being the theft of personal data or money / travel documents relating to the Insured Person's identity which results:

- a) in their fraudulent use to obtain money, goods or services; and/or
- b) in the Insured Person incurring expense to:
 - i) stop further fraudulent use;
 - ii) replace such money / travel documents;
 - iii) restore their credit rating and bank/mortgage/loan accounts;
 - iv) amend or rectify records regarding the Insured Person's true name or identity.

Public Relations Expenses

In the event of a claim being payable under Events 1-19, we will pay the policyholder an additional amount of \$5,000

Section 4

Missed Transport Connection

If you miss your connecting transport service due to any *unforeseen circumstance* beyond your control, We will pay the reasonable alternative travel costs to your planned destination if the scheduled business meeting or conference cannot be delayed solely due to your late arrival.

Section 6

Cover for pre-existing conditions for non-travelling relatives applies with a limit of \$1500 cover for any one event applicable to sections 4 and 6 only excess \$450

Personal Liability-Section 9

Cover is extended to include an Insured Person's liability arising from their occupation of furnished rental accommodation whilst on a Journey and during the Period of Insurance up to a maximum period of 12 months.

Section 10

ADDITIONAL COVER UNDER SECTION 10 (Only applicable for Domestic travel in Country of residence)

If during the Period of Insurance and whilst on a Journey, an Insured Person uses a *Personal Motor Vehicle* for business purposes, and is involved in a collision whilst they are in control of the vehicle, We will:

- a) provide for reimbursement of any claim up to and including the prescribed excess or claim below the excess that would have been payable under the vehicles comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the vehicle; and/or
- c) pay up to \$500 per week for the cost of hiring a similar motor vehicle in the event that the vehicle is unable to be used as the result of the damage sustained to the vehicle during the collision.

The maximum amount We will pay in respect to any one (1) accident is:

- a) up to \$2,000 for a) and b) above as a combined maximum limit; and
- b) up to \$2,500 for c), in addition to any claims made under a) and/or b).

Personal Motor Vehicle means a vehicle which is privately owned by an individual and comprehensively insured for unnamed drivers.

CONDITIONS

1. In the event of a claim with respect to a *Personal Motor Vehicle*, the *Insured Person* must supply Us with:
 - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the motor vehicle;
 - b) a letter from the motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.
Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - c) a synopsis of the total cost of the repairs (with complete details if possible).
2. If a claim is not being made on the motor vehicles insurance company the following will be required by Us:
 - a) A letter from the motor vehicle insurance company stating:
 - i) the amount of excess that would have been paid had a claim been made;
 - ii) the amount of no claim bonus that would have been forfeited had a claim been made.
Note: Stating that the no claim bonus has dropped from 60% to 40% is insufficient. The actual amount of money involving is also required, including a copy of the last insurance renewal notice applicable to the vehicle.
 - b) Receipts (or copies) for monies paid, details of repairs and the name of the firm which carried out the repairs to the motor vehicle.

Non Scheduled Flights

This policy covers an insured person flying as a passenger on board a non-scheduled flight: the aircraft must be licensed to carry passengers

Section 11

The word "or" is added to the end of sub clause d of the insuring clause of this section. The following is inserted into the insuring clause of this section:

- a) a major natural disaster has occurred in the country the Insured Person is in necessitating his/her immediate evacuation in order to avoid risk of personal injury or Sickness to him/herself;

Exclusion 6 of this section is deleted

War risk extension - General exclusion 9, War, is deleted.

However we will not pay any Benefit with respect to any loss, damage, condition, or other event in connection with a journey by a *insured person* travelling to, from or within any country determined by us as currently being a Zone 1 or Zone 2 area, which gives rise to a claim directly or indirectly caused by or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil commotion assuming the proportions of or amounting to an uprising, mutiny, rebellion, revolution, insurrection, military or usurped power, unless:

- (a) you have notified us prior to the commencement of a journey by an *insured person* travelling to any Zone 1 or Zone 2 country; and
- (b) you have agreed to pay any additional premium we require and agreed to any terms or conditions we place on the cover prior to departure of the *insured person*; or
- (c) war as described above breaks out in a country an *insured person* is travelling in and that country was not noted by us prior to the outbreak as either a Zone 1 or Zone 2 area, in which case the *insured person* is granted 48 hours to either leave the country or purchase war risk cover from us.

Our liability for any one event (Section 1 only) under this policy covered by the deletion of General exclusion 9, War, will not exceed \$500,000 unless otherwise agreed by us in writing. Our total liability for all claims arising under this policy during any one Period of insurance relating to the deletion of General exclusion 9, War, will not exceed \$1,000,000, unless otherwise agreed by us in writing.

War Risk Zones



Extreme - Zone 1

Countries classified as extreme risk have been classified as facing the following situations:

- Engaged in civil or other war
- Minimal or non-existent Government control in significant portions of the country
- Government control of the country is threatened
- Violent transformation of the government is on going through military coup or revolution

All travel is highly discouraged. Stringent security precautions are recommended for critical travel and may not be sufficient to prevent serious injury, capture, or loss of life or property.

Afghanistan
Iraq
Somalia
West Bank - Gaza Strip
Yemen
Syria



High - Zone 2

An entire country may be classed as high risk when any one or a combination of the following conditions exist or there is strong potential for them to develop rapidly anywhere in the country:

- Terrorist/guerrilla groups pose a serious threat to the country's political and/or economic stability
- A significant region of the country is experiencing serious terrorist or guerrilla problems the government cannot control
- A pervasive problem exists regarding street violence due to political unrest, economic conditions, or general lawlessness and unrest
- The country is involved in violent regional disputes with neighbouring states
- There is a serious potential for a military coup
- The governmental institutions and/or general populous demonstrate evidence of prejudicial or harsh treatment against foreign visitors or business interest

Travel with caution. Employ stringent security precautions for personal and employee protection and for safeguarding corporate facilities and material resources in the affected country.

Chad
Chechnya
Congo, Democratic Republic
Cote d'Ivoire
Israel
The Sudan
Pakistan

Signed: A Tarr

Date 01/12/2015

For and on behalf of Allianz Global Assistance New Zealand Limited

This insurance is issued and managed by Allianz Global Assistance New Zealand Limited Company No.1537730 and underwritten by Allianz Australia Insurance Limited ABN 15 000 122 850 (Incorporated in Australia) trading as Allianz New Zealand. You should consider the Policy Wording before making any decisions about this travel insurance policy. Financial Strength Rating and Overseas Policyholder Preference Disclosure Notice. Allianz Australia Insurance Limited has an AA- insurer financial strength rating given by Standard & Poor's (Australia) Pty Limited. The rating scale* in summary form is AAA Extremely Strong, AA Very Strong, A Strong, BBB Good, BB Marginal, B Weak, CCC Extremely Weak, R Regulatory Action. Plus (+) or minus (-): Ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standings within the major rating categories. *A full description of the rating scale is available via www.allianz.co.nz/insurer-rating. An overseas policyholder preference applies. Under Australian law, if Allianz Australia Insurance Limited is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders must be able to rely on Allianz Australia Insurance Limited's Australian assets to satisfy New Zealand liabilities.

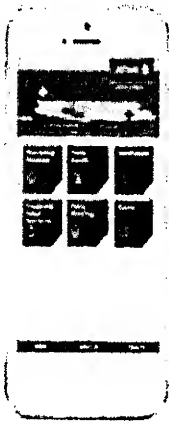
Allianz Corporate Assistance Global Travel Protection



24 hours a day, 365 days a year worldwide assistance

Call (costs reimbursed) + 64 9 486 9025
Within NZ 0800 000 638
Policy Number: 766600006
Policy Name: AUT UNIVERSITY
Policy Type: CORPORATE PREMIER

AGA NZ LTD CORPORATE TRAVEL Mobile Application:



You can download this on your mobile internet link with this mobile app address:
<http://www.agaapps.co.nz/ca>

The link will allow you to login using the details below:

Your Login is your 9 digit Certificate Number – 766600027

Your Pin Number is #PIN - 771082

This will enable you to easily and quickly access information and details about your travel cover, emergency assistance numbers, claims and safe travel updates.

The Mobile app is designed to work on all mobile devices that can access the internet. Make sure you save the Home page to the home screen of your device, where it will always be available.

What Allianz Corporate Assistance provides:

- Emergency travel assistance
- Emergency medical evacuation
- Payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany an insured person
- Medically supervised repatriation
- Repatriation¹, which will be organised by Allianz Global Assistance by the most appropriate method, including, if necessary, the use of air services
- Assistance in replacing a lost or stolen passport
- Legal assistance
- Payment of other emergency assistance expenses

¹ Repatriation will be to the most suitable hospital or to the insured person's home address.

EXHIBIT D: SPECIAL PROVISIONS

Service Provider: **AUT ENTERPRISES LIMITED**

CONTRACTOR shall adhere to the General and Special Terms and Conditions in the below referenced Contract Specifications Manuals that are incorporated in their entirety as part of the agreement between CONTRACTOR and the Allegheny County Department of Human Services as per the services defined in the AGREEMENT's Workstatement (Exhibit A). The manuals are available on the DHS website at URL

<http://www.alleghenycounty.us/dhs/providermanuals.aspx>

Hard copies of the manual(s) will be mailed to the CONTRACTOR by DHS upon written request.

- ☒ DHS General Specifications Manual
- ☒ DHS Payment Provisions Manual
- ☒ Minority/Women/Disadvantaged Business Enterprise Manual
- ☒ Master Provider Enterprise Repository (MPER) Requirements
- ☐ Office of the Area Agency on Aging, Contract Specifications
- ☐ Office of Behavioral Health, Drug and Alcohol Services Manual
- ☐ Office of Behavioral Health, Mental Health Services Manual
- ☐ Offices of Behavioral Health, Early Intervention Services Manual
- ☐ Office of Children, Youth and Families, Contract Specifications Manual
- ☐ Office of Children, Youth and Families, Family Centered Services Manual
- ☐ Office of Community Services, HSDF
- ☐ Office of Community Services, E&T
- ☐ Office of Community Services, Homeless Services HUD Manual
- ☐ Office of Community Services, Homeless Services
- ☐ Office of Intellectual Disabilities Contract Specifications

By signing the aforementioned AGREEMENT, I certify that as an authorized representative of the CONTRACTOR I (or my designee) have (has) obtained from the DHS website copies of the above-referenced manuals and acknowledge the provisions of said manuals are incorporated as part of the AGREEMENT between CONTRACTOR and Allegheny County Department of Human Services.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

CONTRACTOR, in accordance with 45 CFR Part 76 certifies that it shall provide a drug-free workplace by:

1. Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuses in the workplace; and
 - b. service provider's policy of maintaining a drug-free workplace; and
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
2. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that shall be taken against employees for violation of such prohibition.
3. Including in the published statement in #2 above, a requirement that each employee, as a condition of employment, shall:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Notifying the County (and ODAP for services funded with PA Dept. of Health, Bureau of Drug and Alcohol funds) within 10 days after receiving notice under paragraph 3(b) above from an employee or otherwise receiving actual notice of such conviction.
5. Taking one of the following actions within 30 days of receiving notice under paragraph 3(b) with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination; or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1-5 above.


Signature  Date 20/10/16

Type Name, Title S.D.G. CORBETT - CEO
AUT ENTERPRISES LIMITED.

CONTRACTOR RESPONSIBILITY PROVISIONS

1. CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the Federal government, and if the CONTRACTOR cannot so certify, then it agrees to submit along with the bid/proposal (agreement) a written explanation of why such certification cannot be made.
2. If CONTRACTOR enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the CONTRACTOR to terminate such subcontracts or employment.
3. The CONTRACTOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the Inspector General for investigation of the Service Provider's compliance with terms of this or any other agreement between CONTRACTOR and the Commonwealth/County which result in the suspension or debarment of the Service Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The CONTRACTOR shall not be responsible for investigative costs for investigations which do not result in the Service Provider's suspension or debarment.
4. The CONTRACTOR may obtain the current list of suspended and debarred Service Providers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg PA 17125
Telephone: 717-783-6472
Fax 717-787-9138

Signature:  Date 20/10/16

Type Name, Title S. D. G. CORBETTI CEO

AUT ENTERPRISES LIMITED

LOBBYING CERTIFICATION FORM


(Note: If your organization is required to register as a lobbyist pursuant to Federal Regulations, attach a copy of your Disclosure of Lobbying Activities Form a copy follows)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed under Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

 Date 20/10/16
Signature

Type Name, Title S.D.G. CORBETT CEO

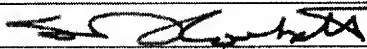
AUT ENTERPRISES LIMITED

**ALLEGHENY COUNTY
DEPARTMENT OF HUMAN SERVICES
ANTI-TERRORISM CERTIFICATION FOR
AUT ENTERPRISES LIMITED.**

In compliance with the intent of the USA Patriot Act and other counter-terrorism laws, all organizations or individuals receiving funds through an agreement with the Allegheny County Department of Human Services, must certify:

- A. The organization/individual is not on any federal terrorism watch lists, including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the US State Department.
- B. The organization/individual does not, will not and has not knowingly
- provided financial, technical, in-kind or other material support or resources to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.
 - provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.
 - provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.
 - regrant to organizations, individuals, programs and/or projects outside of the United States of America without compliance with IRS guidelines.
- (Material support and resources means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation and other physical assets, except medicine or religious materials.)
- C. The organization/individual
- takes reasonable affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.
 - takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other materials support or resources to terrorist and terrorist organizations.

This certification is a material representation of fact upon which reliance was placed when this transaction as made and entered into.


| | | | |
|--------------------------------|-------------------------------------------------------------------------------------|--------------------------|----------|
| Signature: |  | Date | 20/10/16 |
| Please print/type Name & Title | | S D G CURBETT | |
| | | AUT ENTERPRISES LIMITED. | |

CONTRACTOR's BOARD MEMBERSHIP LISTING

In column 1, identify all board members and note which member(s) is/are officers (i.e., Chairperson, Vice Chairperson, etc.)

| Complete the table below or check here if <input type="checkbox"/> Not Applicable | | |
|-----------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------|
| Board Members | Term of Membership From and To | Place of Employment and Title |
| Chairperson: Phillip Norman | 01/06/2012 – current | Managing Director, Norteck Management Services Ltd. |
| Secretary: Andrea Vujnovich | Current | AUT University, General Counsel & Director Governance |
| All Others: | | |
| Ross Peat | 2014 – current | Chairman, Apterix Wealth |
| Professor John Raine | 23/04/2012 – current | AUT University, Pro Vice-Chancellor, Research & Innovation |
| Claire McGowan | 29/07/2013 – current | Director, Soda Inc |
| Derek McCormack | 09/11/2005 – current | AUT University, Vice-Chancellor |
| Richard McLean | 26/05/2014 – current | Founder, Concept to Market Ltd |
| Joanna Davidson | 2014 – current | |

Use additional pages if needed



Signature _____ Date 20 October 2016

Type Name, Title S D G CORBETT CEO

AUT ENTERPRISES LIMITED

LISTING OF SUBCONTRACTORS

It is required that CONTRACTOR submit to COUNTY a listing of all provider's subcontractors subject to this agreement that provider has entered into a formal agreement with for the performance of services exceeding \$10,000. The information required may be expanded at the discretion of the Director (or Director's designee) of the Department of Human Services.

| Complete the table below or check here if <input type="checkbox"/> Not Applicable | | | | | |
|-----------------------------------------------------------------------------------|----------------|------------------|-------------------------|-------------------|--------------------|
| Name and Address | Contact Person | Telephone Number | Function/Description | Est. No. of Units | Est. Dollar Amount |
| Emily Kulick, 2011 20 | | | Project Management, USA | | |
| Carnegie Mellon University, Pittsburgh, PA | Scott Petyak | | Disparities Report | | \$50,000 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Submitted for approval with the understanding that prior written approval from the Department of Human Services will be obtained for any revision or addition to this listing.

Signature: _____

[Handwritten Signature]

Date: 20 Oct 2016

Print/Type: _____

S D G CORRETT

Name _____

CEO

Title _____

AUT ENTERPRISES LIMITED

Organization _____

**ALLEGHENY COUNTY DEPARTMENT OF HUMAN SERVICES
CERTIFICATION REGARDING HIPAA COMPLIANCE
AUT ENTERPRISES LIMITED.**

CONTRACTOR will operate in accordance with the Health Insurance Portability and Accountability Act of 1996, Standards for Privacy of Individually Identifiable Health Information, 42 C.F.R., Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. 111-5), including the portion codified at 42 U.S.C.A. § 17921 et seq., hereinafter "HIPAA Rules", and all other applicable laws and regulations involving the protection of personal information. By signing this certification, Service Provider certifies that the submitted organization will comply with the requirements of the "HIPAA Rules", including but not limited to:

- 1) Regularly assessing how CONTRACTOR stores protected health information for the purposes of locating and remedying any potential risks and vulnerabilities to the confidentiality, security, integrity, and availability of that information.
- 2) Naming a security official and privacy official who will be individually responsible for the development, implementation, and maintenance of the policies and procedures required by HIPAA Rules
- 3) Documenting, reporting, and handling all security breaches according to the HIPAA Rules.
- 4) Maintaining records through methods, and for a period of time, to satisfy the "HIPAA Rules".
- 5) Following the "HIPAA Rules" when writing and executing contracts to second parties that receive personal health information from Service Provider.
- 6) Writing and executing policies on how to appropriately dispose of, or reuse, electronic media.
- 7) Creating and enforcing a policy that invokes appropriate sanctions against workforce members who fail to comply with the security and privacy policies and procedures of the "HIPAA Rules".
- 8) Appropriately documenting all policies and procedures designed to comply with the "HIPAA Rules".
- 9) Periodically reviewing, and updating as needed, all policies and procedures designed to comply with the "HIPAA Rules".

Check One: ☐ I/We are a Covered Entity ☒ I/We are a Business Associate
☐ HIPAA Does Not Apply

Type or Print

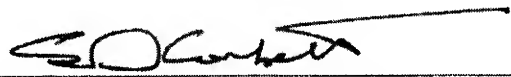
HIPAA Privacy Officer's Name XXXXXXXXXXXXXXXXXXXXXXXXXXXX

HIPAA Security Officer's Name XXXXXXXXXXXXXXXXXXXXXXXXXXXX

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into.

Signature of Authorized Representative: _____

Please print/type Name, Title and Date _____


S.D. G. CORBETT
CEO 20 Oct 2016

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)[Forgot Password?](#)[Create an Account](#)

Search Results

Current Search Terms: aut* enterprises* limited*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

[Search](#)
[Results](#)

Entity

Exclusion

[Search](#)
[Filters](#)

By Record
Status

By Record
Type

SAM | System for Award Management 1.0

IBM v1.P.56.20161111-0945

WWW7

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

